

**BOOTH STREET GYM**  
**MEMBERSHIP APPLICATION - 2016**

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2017 between **Booth Street Owners Corp.** (“Owner”), 67-76 Booth Street, Forest Hills, New York, and \_\_\_\_\_, Apt # \_\_\_\_\_ (“Member”), 67-76 Booth Street, Forest Hills, New York 11375.

**Witnessed:**

Owner hereby grants Member a revocable membership, and Member accepts such membership for use of the exercise room (“Gym”) in the building (“Building”) known as 67-76 Booth Street, Forest Hills, New York, New York, on the terms and conditions set forth.

1. **TERM**

The term (“Term”) of this Membership shall commence on the date hereof and end December 31, 2017.

2. **USE**

The Gym may be used only by member residents of the Building 12 years of age or older. Children must have adult supervision. No guests or visitors may use the Gym at any time.

3. **FEE**

A membership fee (“Fee”) for the Term in the amount of \$225.00 dollars for single member of a household and \$175.00 dollars for each additional member of one household.

4. **DEFAULT**

Failure to pay the Fee or comply with the Gym’s Rules and Regulations enable the Owner to terminate membership and require the Member to vacate the Gym.

5. **WAIVERS & RELEASE**

You agree that if you engage in a physical exercise or activity, or use any Gym equipment on the premises, you do so at your own risk. You agree that you voluntarily participate in activities and use of the Gym and premises and assume all risk of injury, illness, damage or loss to you or your property that might result, including, without limitation, any loss or theft of any personal property. You agree to release and discharge Booth Street Owners Corp. (and employees, agents, representatives, successors and assigns) from any and all claims or causes of action (known or unknown) arising out of your negligence. **You acknowledge that you have carefully read this Waiver and Release and fully understand that it is a release of liability. You are waiving any right that you may have to bring a legal action to assert a claim against us for your negligence.**

IN WITNESS WHEREOF, Owner and Member have signed this Membership Agreement as of the above date.

OWNER:

MEMBER:

**Booth Street Owners Corp.**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Please print your name)

The persons below, being Member(s) of the household over 16 years of age has/have read and agree to be bound by all the terms of the above Member as additional Members.

\_\_\_\_\_  
(Sign and print name)

\_\_\_\_\_  
(Sign and print name)