



2018 fitness
application and waiver

For office use:

Date _____ Check # _____ Receipt # _____ Amount \$ _____

**INC. VILLAGE OF LAKE SUCCESS
FITNESS CENTER
APPLICATION FOR NON RESIDENT 2018 MEMBERSHIP
(golf member and spouse ONLY)
(Membership term is January-December)**

INDIVIDUAL \$150 (each member) X # _____

LAST NAME: _____

ADDRESS: _____

PHONE: _____ EMAIL: _____

<u>FIRST NAME</u>	<u>RELATIONSHIP</u>	<u>M/F</u>	<u>DOB</u>	<u>SIGNATURE</u>
	APPLICANT			

WAIVER AND RELEASE FORM ON OTHER SIDE MUST BE SIGNED

All fitness center members must have an access card for entry to the facility

Lost access card replacement fee is \$10

**Memberships are for a calendar year (January-December) regardless of when you join
and fees will not be pro-rated.**

Members are not allowed to bring their own personal trainers.

Dianne/fitnesscenter/2018 fitness NR application and waiver

Waiver & Release Form - please sign below and return with application & fee

You are using this facility at your own risk, assume all risks, and hold the Inc. Village of Lake Success (Village) harmless for your activities. This facility is not manned 100% of the time. It is assumed that you and/or your minor children have obtained any necessary medical releases needed to use the equipment and/or start an exercise routine. It is also assumed that you and/or your minor children are familiar with the use of all the equipment.

You and/or your minor children and/or any other participating family members agree that if you engage in any physical exercise or activity, or use any Village amenity on the premises or off premises including any sponsored Village event, you do so entirely at your own risk. Any recommendation for changes in diet including the use of food supplements, weight reduction and/or body building enhancement products are entirely your responsibility and you should consult a physician prior to undergoing any dietary or food supplement changes. You agree that you are voluntarily participating in these activities and use of these facilities and premises and assume all risks of injury, illness, or death. The Village is not responsible for any loss of your personal property.

This waiver and release of liability includes, without limitation, all injuries which may occur as a result of; (a) your and/or your minor children's use of all amenities and equipment in the facility and your and/or your minor children's participation in any activity, class, program, personal training or instruction, (b) the sudden and unforeseen malfunctioning of any equipment (c) our instruction, training, supervision, or dietary recommendations.

You acknowledge that you have carefully read this "Waiver and Release" and fully understand that it is a release of liability. You expressly agree to release and discharge the Village, and all affiliates, employees, agents, representatives, successors, or assigns, from any and all claims or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring a legal action against the Village for personal injury or property damage.

You and/or Parents or Legal Guardians expressly agree to release and discharge the Village, and all affiliates, employees, agents, representatives, successors, or assigns, from any and all claims or causes of action and you agree to voluntarily give up or waive any right that you may otherwise have to bring a legal action against the Village for personal injury or property damage.

To the extent that the statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of the Village, its' agents, and employees.

If any portion of this release from liability shall be deemed by a Court of competent jurisdiction to be invalid then the remainder of this release from liability shall remain in full force and effect and the offending provision or provisions severed here from.

By signing this release, I acknowledge that I understand its content and that this release cannot be modified orally.

Printed Name of Member:

Signature:

1. _____

2. _____

Dated: _____