For office use: Date Check # Receipt # Amount \$				
		N	eceipt #	Amount ş
INC. VILLAGE OF LAKE SUCCESS FITNESS CENTER <u>APPLICATION FOR NON- RESIDENT 2024 MEMBERSHIP</u> (golf member and spouse ONLY) (Membership term is January-December)				
FULL member:(use of all fitness facilities)			Fitness CLASS member: (class instruction ONLY) Additional \$30 per person per class	
INDIVIDUAL \$250		payable to the class instructor		
COUPLE \$500	500		□ INDIVIDUAL \$ 75	
NO REFUNDS OR CREDITS IN THE EVENT OF CLOSINGS OR REDUCTION OF HOURS				
LAST NAME:				
ADDRESS:				
PHONE: EMAIL:				
FIRST NAME	RELATIONSHIP	<u>M/F</u>	DOB	SIGNATURE
	APPLICANT			

## WAIVER/RELEASE AND TERMS AND CONDITIONS FORM ON OTHER SIDE MUST BE SIGNED

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.

Only Fitness Center Class members will be permitted to bring guests for \$5.00 per guest per class payable with prepaid guest card. See Rules for information.

## 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 <u>entirely at your own risk</u>. 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 <u>and assume all risks</u> 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 <u>release of liability</u>. 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.

## TERMS AND CONDITIONS:

## THE UNDERSIGNED ACKNOWLEDGES RECEIPT OF THE RULES AND REGULATIONS AND AGREES THAT THE VILLAGE HAS THE RIGHT TO SUSPEND OR REVOKE, WITHOUT REFUND, THE MEMBERSHIP OF ANY MEMBER THAT VIOLATES ANY OF THE RULES OF THE FITNESS CENTER.

Printed Name of Member:

Signature:

1.\_\_\_\_\_

2. \_\_\_\_\_