



at Millennium Fitness  
11 Homecoming Place, East Setauket, NY 11733

### *Liability Waiver*

I, \_\_\_\_\_, acknowledge, agree and represent that: I understand the nature of activities/programs performed by Millennium Fitness, Inc. and represent that I am qualified, in good health and in proper physical condition to participate in such activities/programs.

I fully understand the type of injuries that can occur in and as a result of participation in the activities/programs performed by Millennium Fitness, Inc. and such participation involves risks and dangers of both serious and minor bodily harm including, but not limited to:

- stoppage of breathing
- spinal and neck injuries (which could result in paralysis)
- heart failure
- damage/abrasions to limbs/appendages
- heat stroke/cramps/exhaustion
- stroke
- convulsions
- unconsciousness/fainting
- internal/organ injuries
- permanent disability
- death

These risks may result from my own actions/omissions or actions/omissions of other participants in activities/programs, the equipment involved in the activities/programs, the facility itself, or the negligence of the releases named below. There may be physical/economic risks and all responsibility for losses either not known or readily foreseeable to the Releasees at this time. I fully accept and assume any and all responsibility for losses, costs and damages that I incur as a result of my participation in any activities/programs associated with Millennium Fitness, Inc on or off premises of Millennium Fitness.

I willing agree to comply with the stated and customary terms and conditions of participation in any activities/programs performed by Millennium Fitness, Inc. I consent to first aid and emergency medical care, including but not limited to, admission to an accredited hospital for treatment for any injuries that I may sustain while participating in any activities/programs performed by Millennium Fitness, Inc.

I, on behalf of my heirs/assigns/personal representatives/ and next of kin/herby release, discharge and covenant not to sue Millennium Fitness, Inc, its administrators, agents, officers, employees, students, guests, sponsors, or advertisers (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses, and damages with respect to any and all injuries, disability, death and loss/ damage to personal property caused or allegedly caused in whole or in part by the negligence of the releasees or otherwise.

I, on behalf of myself an my heirs/assigns/personal representatives/and next of kin, further agree to indemnify and hold harmless each of the Releasees from any litigation expenses, attorney fees, liability, damages or costs which any Releasees may incur as the result of any claim made in contravention of this Agreement.

I have read this agreement and fully accept its terms. I understand that this agreement is intended to be a complete and unconditional release of all liability and that, by signing this Agreement, I may be giving up legal rights that I may otherwise have.

Date \_\_\_\_\_

Signature \_\_\_\_\_

**If under 18, must be signed by Parent or Guardian**

\_\_\_\_\_  
Print Name (Client / Guardian)