



MILFORD SENIOR CENTER

FITNESS CENTER WAIVER AND RELEASE FORM

Because physical exercise can be strenuous and subject to risk of serious injury, the Fitness & Health Center (the "Activity"), at Milford Senior Center, located at 111 Park Avenue, Milford, DE 19963, urges you to obtain a physical examination from a doctor before beginning any exercise or training activities, you do so entirely at your own risk. This includes, without limitation,

- (a) Your use of all amenities and equipment in the facility and any off site location and your participation in any activity, class, program, personal training or instruction;
(b) The sudden and unforeseen malfunctioning of any equipment;
(c) Our instruction, training, supervision and dietary recommendations.

You agree that you are voluntarily participating in these activities and use of these facilities and premises and assume all risks of injury. You expressly agree to release and discharge the "Activity", its officers, employees and directors, from any and all claims or causes of action. This waiver and release of liability includes, without limitation, all injuries to you which may occur, **regardless of negligence.**

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

I am voluntarily participating in the aforementioned "Activity" and I am participating in the "Activity" entirely at my own risk. I am aware of the risks associated with traveling to and from as well as participating in the "Activity", which may include, but are not limited to, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability, economic, or emotional loss, and death. I understand that these injuries or outcomes may arise from my own or others' negligence, conditions related to travel, or the condition of the "Activity" location(s). Nonetheless, I assume all related risks, both known or unknown to me, of my participation in this "Activity", including travel to, from and during the "Activity".

In the event that any damage to equipment or facilities occurs as a result of my, or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

You acknowledge that you have carefully read this Waiver and Release and fully understand that it is a release of liability. You agree to voluntarily give up any right that you may otherwise have to bring legal action against the "Activity", its officers, employees and directors for negligence, or any other personal injury or property damage or loss action.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_