In order to use the facilities at the gym/fitness center located at 80 Mahan St., West Babylon, New York,11704 (“Gym Center”), operated and maintained by Winters Community Connections, LLC., a New York limited liability company (“WCC”), you must agree to the following Release:

1. **Nature of Participants**. I represent and warrant that my participation in the activities at the Gym Center (the “Gym Center Activities”) is wholly voluntary on my part.
2. **Assumption of Risk and Release**. I understand that there are risks and dangers inherent in participating in the Gym Center Activities, including, without limitations, the use of exercise, boxing and other equipment maintained at the Gym Center, whether under my own direction or under direction of others. I further understand that in order to be allowed to use the Gym Center or to participate in Gym Center Activities, I must give up my rights to hold WCC liable for any injury or damage which I may suffer while utilizing the Gym Center or participating in Gym Center Activities. Knowing this, and in consideration of being permitted to utilize the Gym Center and participate in Gym Center activities, I do now voluntarily ASSUME ALL OF THE RISKS OF MY USE OF THE GYM CENTER AND PARTICIPATION IN GYM CENTER ACTIVITES and HEREBY RELEASE WCC AND ITS AFFILIATES, AND THEIR MEMEBERS, OFFICERS, EMPLOYEES AND AGENTS (THE “WCC RELEASED PARTIES”), FROM ANY AND ALL LIABILITY THAT MAY RESULT FROM OR ARISE OUT OF MY USE OF THE GYM CENTER AND/OR MY PARTICIPATION IN ANY OF THE GYM CENTER ACTIVITIES.
3. **Effect of Release**. I understand and agree that this Release has the effect of releasing, discharging, waiving and forever relinquishing any and all claims or causes of action that I may now or hereafter have against WCC or any of the other WCC Released Parties, whether such claims or causes of action are known or unknown by me, and whether anticipated or unanticipated by me, arising out of my use of the Gym Center and/or my participation in any Gym Center Activities. I also understand and agree that this Release applies to personal injury, death, and property damage that I may suffer, whether caused by my own acts or omission, or by the acts or omissions of others.
4. **Indemnification**. I understand and agree that, by signing this Release, I am also expressly agreeing, and do hereby agree, to IMDENIFY and Hold Harmless WCC and each of the other WCC Released Parties from any and all claims, liabilities, damages, costs and expenses, including reasonably attorney’s fees, that any of them may suffer or incur as a result of, arising from, or relating in any way to my use of the Gym Center or participation in Gym Center Activities.
5. **Binding Effect**. I understand and agree that this Release will be binding on me, my spouse, my children, my heirs, and my personal representative and assigns.
6. **Health Certification**. I certify that I am physically fit and have sufficiently prepared or trained for participation in Gym Center Activities. I further certify that there are no health-related reasons or problems which preclude my use of the Gym Center or participation in the Gym Center Activities. I agree that I will promptly advice WCC of any change in my health status that may restrict or preclude my use of the Gym Center or participation in Gym Center Activities and that after such change I will appropriately restrict or cease, as the case may be, such use and participation.

**I CERTIFY THAT I HAVE READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND CERTIFY THAT IA M SIGNING THIS RELEASE OF MY OWN FREE WILL.**

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(Name—please print) (Signature)

Dated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_, 20\_\_\_\_\_\_