

**LIABILITY WAIVER**  
**(PLEASE READ BEFORE SIGNING THIS RELEASE OF LIABILITY)**

**WILLIAM J. SCHWARZ, P.T. OF COMMACK LLC,**  
**dba Pro Sports Care of L.I.**  
**and**  
**LAL Properties LLC**

For purposes of this Liability Waiver (also called “Agreement”), if my child or ward is the Participant and is under eighteen (18) years of age, I as parent of such child, or legal guardian of such ward, shall be executing this Liability Waiver on his or her behalf, and any reference to “I” shall include my execution of this Liability Waiver on behalf of such child or ward, even if such child or ward is not referenced.

For purposes of this Liability Waiver, **WILLIAM J. SCHWARZ, P.T. OF COMMACK LLC, dba Pro Sports Care of L.I. and LAL Properties LLC** and including their owners, directors, officers, employees, independent contractors, agents, sponsors, advertisers, and other lessees of the premises shall be referred collectively to as the **“RELEASEES.”**

In consideration of myself and my child or ward, if applicable (print name of child or ward if under eighteen (18) years of age) \_\_\_\_\_ (collectively referred to as “my child”) being allowed to participate in the instructional speed, agility and strength training programs, boot camp programs, sports simulated training programs and any related events and activities (collectively referred to as the “Program”), I the undersigned acknowledge and agree as follows:

1. **Risks.** I understand that the risk of injuries from sports, physical exercise, the use of exercise equipment, strengthening and conditioning programs, individual and group/team activities included in the activities in this Program and any other activities of this Program are significant, and includes, but are not limited to broken bones, concussion, heart attack, stroke, serious illness, serious disabling injuries, serious permanent injury, paralysis and even death, as well as damages to property. In light of these risks, I and my child voluntarily enter into this Program and knowingly and freely assume all such risks, both known and unknown and assume full responsibility for my participation and my child’s participation, even if such risks arise from the negligence of the **RELEASEES** or others.

2. **Consult with Physician.** I have been advised to consult with a physician before beginning this Program, and I assert that I or my child has medical clearance to enter into this Program. If I am aware of any medical condition or reason why I or my child shall not begin or continue with the Program, I or my child shall withdraw immediately from the Program.

3. **Terms and Conditions of Program and Facility.** I and my child agree to abide by the stated and customary terms and conditions and any posted rules and regulations of the Program and of the facility located at 5700 Merrick Road, Massapequa, NY 11758.

4. **Medical Emergency.** In the event of any medical emergency, I, on behalf of myself and my child, authorize the **RELEASEES** to secure from any hospital, physician, paramedics, or any other medical personnel, any treatment deemed necessary for my immediate care, and I on behalf of myself and my child, will be responsible for payment of any and all medical services and costs incurred. I assert that I have proper health and medical insurance coverage for my child or me.

5. **Right to Ask Questions.** I have been given a reasonable opportunity to ask questions and any such questions have been answered to my complete satisfaction prior to entering into this Liability Waiver. I also understand that I may continue to ask questions after the commencement of the Program with regard to my safety and well-being in the participation of this Program.

6. **Duration.** This Agreement shall continue and be in effect for the duration of my or my child's participation in the Program and for the duration of any renewal period.

7. **Covenant Not to Sue.** I, on behalf of myself and my child, agree not to sue any RELEASEE hereunder for any alleged liabilities, claims, expenses, costs or causes of action released hereunder.

8. **Void or Unenforceability of any Provision.** If any provisions of this Agreement shall be deemed to be void or unenforceable they shall have no effect on any other provisions of this Agreement.

9. **Prior Agreements.** This Agreement supercedes any and all previous agreements, oral promises and representations made with respect to the subject matter.

10. **New York Law.** This Agreement is made under and shall be construed in accordance with the laws of the State of New York applicable to contracts made and performed within the State of New York.

11. **Release and Indemnification.** I for myself and my child, and on behalf of our heirs, executors, administrators, personal representatives and assigns, **HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS THE RELEASEES, WHICH INCLUDES THEIR OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, INDEPENDENT CONTRACTORS, AGENTS, SPONSORS, ADVERTISERS, AND ANY OTHER LESSEES OF THE PREMISES, WITH RESPECT TO ANY AND ALL INJURIES, DISABILITY, DEATH OR DAMAGE TO ANY PERSON OR PROPERTY, AND INCLUDING ATTORNEY'S FEES, COURT COSTS AND INVESTIGATIVE COSTS, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.**

\_\_\_\_\_  
Participant's Name

\_\_\_\_\_  
Participant's Age

\_\_\_\_\_  
Signature of Participant if over 18 years old

\_\_\_\_\_  
Signature of Parent/Guardian if Participant  
is under 18 years old

\_\_\_\_\_  
Parent/Guardian's name if Participant is under 18 years old

\_\_\_\_\_  
Name of Emergency Contact and Telephone #

\_\_\_\_\_  
Date

I the undersigned, hereby expressly and affirmatively state that I wish to participate in the instructional speed, agility and strength training programs, boot camp programs, sports simulated training programs and any related events and activities and any related events and activities (collectively referred to as the "Program"). I realize that my participation in this activity includes but are not limited to broken bones, concussion, heart attack, stroke, serious illness, serious permanent injury, paralysis and even death, as well as damages to property, serious permanent injury, paralysis and even death as well as damages to property. However, knowing, understanding and appreciating said inherent risks and other possible injuries not mentioned above, I hereby expressly assume responsibility for such delineated risks and other possible risks which could occur by reason of my participation in the Program.

**I affirm that I have read and understand the terms of this Agreement.**

\_\_\_\_\_  
Participant's Name

\_\_\_\_\_  
Signature of Participant if over 18 years old

\_\_\_\_\_  
Signature of Parent/Guardian if Participant  
is under 18 years old

\_\_\_\_\_  
Parent/Guardian's name if Participant is under 18 years old

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