RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In consideration of participating health or fitness club activities ("Club Activities"), and for other good and valuable consideration, I hereby agree to release and discharge from liability arising from negligence Queen City Racquet Club, LLC and its owners, directors, managers, officers, employees, agents, volunteer participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself, my spouse or partner and our children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

I acknowledge that Club Activities involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. I understand such risks simply cannot be eliminated. I expressly accept and assume all of the risks inherent in Club Activities or that might have been caused by negligence of the Releasees. My participation in Club Activities is purely voluntary in spite of risks. I agree to indemnify and hold harmless Releasees from any and all claims, demands, or cause of action (including attorney's fees) which are in any way connected with my participation in Club Activities, or my use of their equipment or facilities. I represent that I have no medical or physical condition which could interfere with my safety in Club Activities. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this document, I agree that if I am hurt or my property is damaged during my participation in Club Activities, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence. I have read and understood this document and I agree to be bound by its terms.

Signature   Date

Print Name