

RELEASE, INDEMNIFICATION, ASSUMPTION OF THE RISK AND HOLD HARMLESS AGREEMENT

In consideration of participating in health or fitness activities, and other good and valuable consideration, I hereby agree to execute this Release, Indemnification, Assumption of the Risk and Hold Harmless Agreement (the "Release") and thereby release and discharge from any and all liability arising from their negligence Village Fitness Center LLC d/b/a Utica Fitness Center (the "Center") and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate, and also agree as follows:

1. I acknowledge that health or fitness club activities involve known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, musculoskeletal injuries, broken bones, and/or overuse injuries, injuries caused by equipment that breaks or otherwise fails; medical conditions resulting from physical activity; and damaged clothing or other property. I understand such risks simply cannot be eliminated despite the use of safety equipment, without jeopardizing the essential qualities of the activity.
2. I expressly accept and assume all of the risks inherent in all activities at the Center including risks that might have been caused by negligence of the Releasees. My participation in these activities is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions I will immediately discontinue participation.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity, or my use of the Center's equipment or facilities, arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless from all such fees and costs.
4. I represent that I have adequate insurance to cover any injuries or damages I may suffer, incur or cause while participating in activities at the Center, or else I agree to bear the costs of such injuries or damages myself. I further represent that I have no medical or physical condition which could interfere with my ability to participate safely in activities at the Center, or else I am willing to assume and bear the costs of all risks that may be caused and/or created, directly or indirectly, by any such condition.

5. In the event that I file a lawsuit, I agree to do so solely in the state or federal courts with jurisdiction over Utica, Licking County, Ohio where the Center is located, and I further agree that the substantive law of Ohio shall apply to any such lawsuit.
6. I agree that if any portion of this Release is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By signing this Release, I agree that if I am hurt or my property is damaged during my participation in activities at the Center, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released for all claims based on negligence.

I have had sufficient time to read this entire document and have been provided the opportunity to consult with legal counsel prior to signing. Also, I understand that activities at the Center might not be made available to me or that the cost to engage in these activities might be significantly greater if I were to choose not to sign this Release, and agree that the opportunity to participate at the stated cost in return for the execution of this Release is a reasonable bargain. I have read and represent that I understand this document and I agree to be bound by its terms.

Signature: _____ Date: _____
Print Name: _____

Address: _____
City: _____ State: _____ Zip: _____ Telephone: _____
Email address: _____

PARENT OR GUARDIAN SUPPLEMENTAL RELEASE AGREEMENT
(Must be completed for participants under the age of 18)

In consideration of _____ (print minors name) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by a minor.

Parent or Guardian:

Signature: _____ Date: _____
Print Name: _____