

**RELEASE OF LIABILITY, WAIVER OF CLAIMS
AND ASSUMPTION OF RISK AGREEMENT**

Release and Waiver of Claims

In consideration of being allowed to use, both today and on all future dates, the property, facilities, staff, equipment, and/or services of the Facility known as QC Fielder's Choice, I do hereby assume full responsibility for any and all damages, injuries or losses that I may sustain or incur while attending or participating in any Facility exercise program, sport or physical activity. For allowing me to use the Facility I agree, to the fullest extent permitted by law, as follows:

I do hereby release, waive, discharge, and covenant not to sue QC Fielder's Choice, Inc., its owners, directors, officers, employees, agents, servants, and volunteers from liability from any and all claims, including negligence resulting in personal injury, accidents, or illnesses (including death), and property loss arising from, but not limited to, use of the facilities, premises, and/or equipment. assume full responsibility for any and all damages, injuries or losses that I may sustain or incur while attending or participating in any Facility exercise program, sport or physical activity. For allowing me to use the Facility I agree, to the fullest extent permitted by law, as follows:

1. To waive all claims that I have or may have against QC Fielder's Choice, Inc., its owners, directors, officers, employees, agents, servants, and volunteers arising out of my use of the Facility.
2. To release QC Fielder's Choice, Inc., its owners, directors, officers, employees, agents, servants, and volunteers from all liability for any loss, damage, injury or expense that I (or my child(ren)/ward(s)) may suffer, arising out of my use of the Facility, from any cause whatsoever.

Assumption of Risk

I am aware that there are certain inherent risks, dangers and hazards associated with engaging in physical activities that can result in serious personal injury or death. As such, I hereby freely agree to assume and accept any and all known and unknown risks of injury associated with any use of the Facility. I further recognize and acknowledge that the risks inherent in engaging in physical activities can be greatly reduced by seeking instruction from a trained professional, consulting with my physician, using common sense and following the Rules and Regulations of the Facility. I certify that I am in good physical condition and have no known disabilities that might be detrimental to my health or well-being.

Severability

The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Illinois and that if any portion thereof is held invalid, it is agreed that all remaining portions shall continue in full legal force and effect.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY, AND INTEND BY MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Parent or Guardian must sign if the participant is UNDER 18.

Participant Signature: _____ Date: _____
Parent/Guardian Signature: _____ Date: _____
Street Address: _____ City: _____ Zip: _____
Telephone: _____ e-mail: _____