1. In consideration for being a members and part owner of the Hyde Park Swim & Tennis Club, and other valuable consideration, I hereby **RELEASE, WAIVE, DISCHARGE AND COVENATN NOT TO SUE** the Hyde Park Swim & Tennis Club, their officers, servants, agents and employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES**, while on the ground of the Hyde Park Swim and Tennis Club.
2. I further hereby **AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES** from any loss, liability, damage, or costs, including court costs and attorney’s fees, that may incur dues to my being a member of the Hyde Park Swim and Tennis & Club, **WHETHER CAUSED BY NEGLIGENCE OF RELEASEES** or otherwise.
3. It is my express intent that the Release and Hold Harmless Agreement shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive, shall be deemed as a **RELEASE, WAIVER, DISCHARGE AND COVENATNT NOT TO SUE** the about named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of New York.
4. **I UNDERSTAND THAT THE HYDE PARK SWIM & TENNIS CLUB WILL NOT BE RESPONSIBLE FOR ANY MEDICAL COSTS ASSOCIATED WITH ANY INJURY I MAY SUSTAIN.**
5. I further agree to become familiar with the rules and regulations of the Hyde Park Swim & Tennis club.
6. **I ALSO UNDERTAND THAT I AM RESPONSIBLE FOR ANY DAMAGE I CAUSE TO THE FACILITIES.**

**IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT** I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed: no oral representations, statements or inducements, apart from the foregoing written agreement, have been made: I am at least (18) years of age and fully competent; and I execute this release for full, adequate and complete consideration fully intending to be bound by the same.

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Club Member (print name) Club Member (signature) Date

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Parent Signature (if member is under the age of 18 years of age)