

AXE KICKERS, INC.
WAIVER AND RELEASE OF LIABILITY

In consideration of voluntarily participating in any way at Axe Kickers, Inc. ("Axe Kickers") indoor axe and hatchet throwing and related events and activities, and in further consideration that Axe Kickers will furnish the equipment and services allowing for my participation, I, the undersigned, acknowledge, understand, and agree that:

1. I know that participating in the recreational activity of axe throwing is a potentially hazardous activity. I should not participate unless I am medically able and properly trained; and
2. Risks and hazards exist in my use of axes and hatchets equipment and my participation in axe throwing activities; and
3. I agree to abide by and comply with the safety measures required by Axe Kickers and whose requirements are posted in plain sight in the facility; and
4. My participation in axe throwing activities may result in my injury or illness. I understand that risks cannot be eliminated completely, ranging from minor injuries to catastrophic injuries, including, but not limited to tripping and falling, strains, sprains, concussions, bone breaks, bruising, bone or joint dislocation, disease, eye injury, blindness, heat stroke, heart attack, partial and/or permanent paralysis, and death; and
5. These risks and dangers may be caused by the negligence of the owners, employees, officers, or agents of Axe Kickers, the negligence of the participants, the negligence of other participants, accidents, breaches of contract, the forces of nature, or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes; and
6. I acknowledge that while particular rules, equipment, and personal discipline may reduce the aforementioned risks, the risk of serious injury does still exist; and
7. By my participation in axe throwing and related activities, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, employees, agents, or officers of Axe Kickers, or by any other person.

I, for myself, and on behalf of my heirs, assigns, personal representatives and next of kin HEREBY RELEASE, WAIVE, DEFEND, INDEMNIFY, AND HOLD HARMLESS Axe Kickers, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, and if applicable, owners and lessors of premises used to house Axe Kickers ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH or loss or damage to person or property WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE AXE KICKERS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

I further agree that I have read and will adhere to all Safety Rules for the Axe Kickers facility, posted on the wall, and I will follow the instruction of Axe Kickers trainers, employees, and lane supervisors.

Participant's Signature: _____ Date Signed: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT TIME OF PARTICIPATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and for myself, my heirs, assigns, and next of kin, I release and agree to indemnity and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation at Axe Kickers as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.

Further, the undersigned parent or guardian hereby gives permission for Axe Kickers to authorize emergency medical treatment as may be deemed necessary for the minor named below while participating in axe throwing from this date on.

Minor Name: _____

Parent/Guardian Signature: _____ Date Signed: _____

Emergency Phone Number: _____