

- **Release of Liability, Waiver of Claims, Expressed Assumption of Risk, and Indemnity Agreement**
- **Please read carefully and be certain you understand the implications of signing.**

1. I fully understand and acknowledge the inherent risks associated with the throwing of, or use of, axes of any size or kind; the potential dangerous nature associated with the throwing of, or use of, axes of any size, or kind; the potential hazardous risks associated with the throwing of, or use of, axes of any size, or kind; and/or the potentially dangerous environment that can be caused to myself, and/or to others, from the misuse, or throwing of axes of any kind, or size.

2. I acknowledge and understand that I will be voluntarily engaging in activities that involve axes, which may result in the risk of serious injury, scarring, loss of an important bodily function, permanent disability, or death, and may cause severe social or economic losses due to not only my own actions, inaction or negligence, but also to the action, inaction or negligence of others, or conditions of the premises or of any equipment used. Further, I acknowledge that there may be other risks not known to me or not reasonably foreseeable at this time.

3. I believe that I am physically, emotionally and mentally able to participate in axe throwing.

4. I will immediately remove myself from participation, and notify the nearest staff member if at any time I sense or observe any unusual hazard or unsafe condition, or if I feel that I have experienced any deterioration in my physical, emotional or mental fitness for continued participation.

5. I assume all the foregoing risks and accept personal responsibility for the damages following such injury, permanent disability, or death.

6. I release from, waive and discharge all actions, claims, or demands that I, my assignees, heirs, guardians, and legal representatives now have or hereafter have for damage or losses on account of injury, including permanent disability and death or damage to property, caused or alleged to be caused in whole or in part by the negligence or other acts of Axels Throw House, LLC, its subsidiaries, shareholders, directors, officers, employees or agents, as a result of my participation in any axe throwing related activities. I hereby agree and covenant to save and hold harmless, indemnify, and defend any claim against Axels Throw House, LLC, its subsidiaries, and its shareholders, directors, officers, employees or agents, as a result of my participation in any axe throwing related activities.

7. I agree that neither myself, nor my assignees, heirs, guardians, and/or legal representatives will sue Axels Throw House, LLC, its subsidiaries, shareholders, directors, officers, employees or agents as a result of my participation in any axe throwing related activities.

8. I agree to exercise ordinary and reasonable care at all times. I will not be impaired by the use of drugs and/or alcohol on any Axels Throw House, LLC premises. I acknowledge and agree that Axels Throw House, LLC shall not be responsible or liable for any accident, injury, theft, loss, or damage caused by my impaired judgment or negligence.

9. I agree and understand that the staff and/or owners of Axels Throw House, LLC reserve the right to refuse entry, suspend or cancel any axe throwing related activities at any time for any reason.

10. I hereby grant permission to the rights of my image, likeness and sound of my voice as recorded on audio or videotape without payment or any other consideration. I understand that my image may be videotaped, edited, copied, exhibited, published or distributed and waive the right

to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of my image or recording.

11. Further, I agree that by signing this waiver I will forgo using any personal photographs, pictures, videos, or other recorded media taken in, on or around any Axels Throw House, LLC premises for any unlawful use that would directly, or indirectly, infringe upon Axels Throw House, LLC proprietary rights. Specifically, but not limited to, using any recorded media such as, but not limited to, photographs, videos, or voice recordings, for any personal or professional monetary gain, for any personal or professional promotional uses, for any advertising purposes, or for any other type of use that would cause public confusion as to the proprietary ownerships of Axels Throw House, LLC business operations. (But yes, you CAN take pictures and post them on social media for personal use.)

12. For league play, I understand and agree that all of the above waiver, release and assumption of risk will remain on file and apply to the entirety of the current league season and will apply whenever I am on any Axels Throw House, LLC premises.

13. SEVERABILITY. The undersigned expressly agrees that the foregoing assumption of risk, release and waiver of liability and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of New York and that if any portion thereof is held invalid, it is agreed that the remainder of the agreement, shall, notwithstanding, continue in full legal force and effect.

14. BINDING ARBITRATION. I agree that any dispute relating to, referring to, involving or pursuant to this Agreement of release of liability, waiver, assumption of risk and indemnity shall be resolved exclusively by binding arbitration according to the rules of the American Arbitration Association. Such proceedings will be governed by substantive law of the State of New York, excluding any application or consideration of the Arbitration Act of said State.

By entering into this agreement, I am not relying on any oral or written representations or statements made by Axels Throw House, LLC other than what is set forth in this agreement. DO NOT under any circumstances sign this waiver if you do not feel you can fully, competently, emotionally and mentally adhere to each and every article above.

I HAVE CAREFULLY READ THE ABOVE WAIVER AND RELEASE OF LIABILITY AND FULLY UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT AND I DO SIGN IT VOLUNTARILY. I AGREE TO PARTICIPATE KNOWING THE RISKS AND CONDITIONS INVOLVED AND DO SO ENTIRELY OF MY OWN FREE WILL. I ACKNOWLEDGE READING THE RULES AND REGULATIONS OF THE AXE THROWING FACILITY AND AGREE TO ABIDE BY THEM.

By completing this form, you are consenting to agreement of the above statements in lieu of a signature on paper. You will receive an electronic copy of this document via email.