

Printed Name: _____ Date: _____



Throwing Agreement & Liability Waiver

Release of liability, waiver of claims, assumption of risks and indemnity agreement. By initializing and/or signing this document you are waiving certain legal rights, including the right to sue.

Warning! You're Throwing Sharp, Pointy, Deadly Things... If You Haven't Figured It Out Yet Throwing Axes is Hazardous to Your Health. Serious Injury and/or Death Can Occur... PLEASE READ CAREFULLY!

I, _____ (the undersigned) wish to participate in axe throwing at Downtown Axe LLC at my own risk. I am aware that the activity is **HAZARDOUS**, physically strenuous and involves certain risks. Those risks include but are not limited to; the risk of property damage, serious injury, paralysis, permanent disability, loss of limbs resulting from my negligence and/or others, malfunction of the equipment and injuries resulting from the throwing instruments (axes, knives, stars, etc.) and/or other participants not using proper safety procedures. In addition, I recognize that throwing axes could result in permanent injury or death.

I also understand that there is an inherent risk of injury to myself and others from these factors, from the equipment, and from other players and even though the activity is supervised by Downtown Axe LLC personnel that I am solely responsible for the safety, and wellbeing of myself and the minors in my care.

Despite these and other risks, and with full understanding of such risks, I wish to participate in the axe throwing and hereby assume the risks. I hereby hold the Downtown Axe LLC and owner Gary Malone, as well as, Urban Whiskey and owner Amy Hill harmless and indemnify them against any or all claims, action suits, procedures, cost expenses (including attorney's fees and expenses), damages and liabilities arising out of, connected with, or resulting from axe throwing. Including without limitation, those resulting from the manufacture, selection delivery, possession, use or operation of such equipment.

I understand that it is recommended that I have accidental medical coverage and agree that if I do not have accidental medical coverage, I will be financially responsible for any and all charges and fees incurred in the rendering of said treatment

In case of an injury, I authorize the staff of Downtown Axe LLC to render first aid. I also waive and release the Downtown Axe LLC from any and all liability for any and all injuries and illness that occur while participating in axe throwing.

I agree to obey the Safety Instructions and Rules and to further use the equipment so as not to injure myself or others. **I agree that my right to participate in axe throwing and use the equipment may be terminated without refund if I fail to follow such Safety Instructions and Rules.**

I accept full responsibility for return of all equipment in good condition or to pay replacement cost upon termination of the game.

I, on behalf of myself, my estate, heirs, executors, administrators and assigns do hereby indemnify the owners of Downtown Axe LLC, their suppliers, and their respective agents, officers and employees from any and all claims, actions, lawsuits, procedures, costs, expenses, damages and/or liabilities whatsoever connected with, or resulting from axe throwing or spectating and from the use of equipment or premises whether resulting from the negligence of any party or otherwise. I further agree to indemnify the same said parties against any and all liabilities that may arise between myself and a third party.

I have read and fully understand this **“Axe Throwing Agreement and Liability Waiver”** and recognize that it is legally binding contract. If I have any doubts concerning any aspect of its content, I will not participate until I obtain legal advice. I certify that I am at least 18 years of age (Minors see below) and in good health and do not suffer from a heart condition or other ailments/conditions which could be exacerbated by the exertion involved in axe throwing and that I further intend to be bound by this agreement. **Initials:** _____

Participant’s Information:

Printed Name: _____ **Age:** _____

Address: _____ **City:** _____

Zip Code: _____ **Phone:** _____

Signature: _____

Date: _____

FOR MINOR PARTICIPANTS (under age 18 at the time of registration)

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 releases, and for myself, my heirs, assigns, and next of kin. I release and agree to indemnify and hold harmless Downtown Axe LLC from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, **EVEN IF ARISING FROM THEIR NEGLIGENCE**, to the fullest extent permitted by law. Please ensure the child's name is entered above as a “Participant.” I declare I am the legal parent/guardian of this minor child. **Initials:** _____

Legal Parent/Guardian's Name: _____

Signature: _____

Date: _____

Please Note: Waivers are kept on file and contract remains valid until written notice is received to terminate such agreement.