West Blount Axe Throwing – Axe Throwing Agreement and Liability Waiver

West Blount Axe Throwing
2543 Rock Springs Rd
Warrior, AL 35180

WARNING! PLEASE READ CAREFULLY!

Throwing Axes Can Be Hazardous to Your Health. Serious Injury and/or Death Can Occur!

This document constitutes the release of liability, waiver of claims, assumption of risks and indemnity agreement for Mar-Sha, LLC dba West Blount Axe Throwing located at 2543 Rock Springs Rd, Warrior, AL 35180.

The individual named below (referred to as "I" or "me") desires to participate, at my own risk, in recreational axe throwing and axe throwing related activities (the "Activities") using equipment (the "Equipment") provided by Mar-Sha, LLC dba West Blount Axe Throwing (the "Company"). As lawful consideration for being permitted by the Company to use the Equipment and to participate in the Activities, I agree to all the terms and conditions set forth in this agreement (this "Agreement").

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES AND THE USE OF THE EQUIPMENT ARE DANGEROUS HAZARDOUS ACTIVITIES AND INVOLVE THE SIGNIFICANT RISKS OF, BUT NOT LIMITED TO, SERIOUS INJURY AND/OR PERMANENT PARALYSIS, AND/OR PERMANENT DISABILITY, AND/OR LOSS OF LIMBS, AND/OR DEATH AND/OR PROPERTY DAMAGE.

SUCH RISKS MAY BE FORESEEABLE OR UNFORESEEABLE, AND MAY INCLUDE, BUT ARE NOT LIMITED TO: MY NEGLIGENCE AND/OR OTHERS, FAILURE OF ANY SAFETY BARRIERS OR OTHER SAFETY MEASURES, EQUIPMENT MALFUNCTION, MISS-THROWN AXES BY EMPLOYEES OR PARTICIPANTS, MISHANDLING OF THE EQUIPMENT BY EMPLOYEES OR PARTICIPANTS, AND OTHER SUCH RISKS, HAZARDS AND DANGERS THAT ARE INTEGRAL TO THE USE OF THE EQUIPMENT AND TO AXE THROWING. EVEN THOUGH THE ACTIVITIES ARE SUPERVISED BY COMPANY PERSONNEL I AM SOLEY RESPONSIBLE FOR THE SAFETY AND WELLBEING OF MYSELF AND THE MINORS IN MY CARE.

I REPRESENT THAT I AM AT LEAST 19 YEARS OLD **(MINORS SEE BELOW)** 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 IN PROPER PHYSICAL CONDITION TO USE THE EQUIPMENT AND PARTICIPATE IN THE ACTIVITIES. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY OR OTHERS.

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

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 ACKNOWLEDGE THAT I AM VOLUNTARILY USING THE EQUIPMENT AND PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE COMPANY OR OTHERWISE.

I hereby irrevocably grant the Company, its successors and partners the right to record my likeness and/or voice on tape, film or digital media. I also allow them to edit such tape, film, or digital media at their discretion and to incorporate the same into video, TV, radio, web or print advertisement, or video for the Company promotions without payment of fees.

I hereby expressly waive and release any and all claims, no known or hereafter known, against the Company, and its affiliates (including each entity listed above), and each of their respective officers, directors, members, managers, employees, agents, successors, and assigns (collectively, "Releasees"), on account of injury, death, or property damage arising out of or attributable to the use of the Equipment or the Activities, whether arising out of the negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims. I further agree to obey all stated instructions, rules, and

conditions during my use of the Equipment or participation in the Activities, and will remove myself from participation and contact a representative of the Company if I observe any unusual significant hazard related to the Activities or my use of the Equipment.

I, on behalf of myself, my estate, heirs, executors, administrators and assigns, shall defend, indemnify, and hold harmless the Company, their suppliers, and their respective agents, officers and employees and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by/awarded against the indemnified party arising out of or resulting from any claim of a third party related to my participation in, or spectating of, the Activities or my use of the Equipment.

I hereby agree that I will ensure that any other person in my party signs a release of liability and waiver identical to this Agreement in form and substance prior to using the Equipment or participating in or spectating the Activity.

This Agreement constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

This Agreement is binding on and shall inure to the benefit of the Company and me and their respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Alabama without giving effect to any choice or conflict of law provision or rule (whether of the State of Alabama or any other jurisdiction). Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Jefferson County, Alabama and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS "AXE THROWING AGREEMENT AND LIABILITY WAIVER" AND RECOGNIZE THAT IT IS A LEGALLY BINDING CONTRACT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY. IF I HAVE ANY DOUBTS CONCERNING ANY ASPECTS OF ITS CONTENT, I WILL NOT PARTICIPATE UNTIL I OBTAIN LEGAL ADVICE.

_____	_____
PRINT FULL NAME	**DATE**
_____	_____
SIGNATURE	**EMAIL ADDRESS**

PARENT OR GUARDIAN VERBIAGE
(UNDER AGE 19 AT TIME OF REGISTRATION)

This is to certify that I, as Parent(s) AND/OR Court-Appointed Legal Guardian(s) 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 the Company 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.

I declare I am the legal parent/guardian of the minor child(ren) (those under 19 years of age) as is entered below as a “Minor” participant(s).

_____	_____
MINOR #1 PRINT FULL NAME	**DATE OF BIRTH**
_____	_____
MINOR #2 PRINT FULL NAME	**DATE OF BIRTH**
_____	_____
MINOR #3 PRINT FULL NAME	**DATE OF BIRTH**
_____	_____
MINOR #4 PRINT FULL NAME	**DATE OF BIRTH**
_____	_____
MINOR #5 PRINT FULL NAME	**DATE OF BIRTH**
_____	_____
MINOR #6 PRINT FULL NAME	**DATE OF BIRTH**