

# AXE THROWING, LLC RELEASE OF LIABILITY, WAIVER AND ASSUMPTION RISK

## ATTENTION: BY SIGNING THIS DOCUMENT, YOU ARE WAIVING CERTAIN LEGAL RIGHTS – PLEASE READ THE INFORMATION BELOW CAREFULLY

Axe Throwing, LLC, for themselves, their present and former parent, subsidiaries, affiliates and related companies and each of their respective present and former directors, officers, shareholders, employees, volunteers, servants, agents, administrators, trustees, successors and assigns and any party or parties who claim a right or interest through them (hereinafter, the "Releasees");

Recreational Axe-Throwing (the "Activity") This Participation Agreement and Waiver and Release of Liability is entered into between the undersigned "Participant" and Axe Throwing, LLC, its directors, owners, employees, volunteers, and facilities and the owners and lessors thereof, hereinafter referred to as Axe Throwing, LLC or collectively as "Releasees"). Participation in the activities of Axe Throwing, LLC can be HAZARDOUS AND PRESENT A DANGER TO PARTICIPANT. If at any time the Participant believes conditions to be unsafe, he/she will immediately discontinue further participation in the Activities.

1. In consideration for participating in the Activity on the date as set out below, which consideration is hereby expressly accepted and acknowledged, myself as the Participant, I HEREBY RELEASE, ACQUIT, AND FOREVER DISCHARGE, WITHOUT QUALIFICATION OR LIMITATION AND HOLD HARMLESS the Releasees from any and all claims I may now and/or in the future may have against the Releasees, and from any and all liability, for any personal injury, death and/or property damage, expense, and/or loss sustained by the Participant, incurred on his/her account as a result of the Participant's participation in the Activity due to any cause whatsoever, including but not limited to and without limitation, negligence, gross negligence, willful misconduct, including the failure to take reasonable steps to safeguard or protect the myself, risk, dangers, and/or hazards of participating in the Activity, and/or breach of statutory or other duty, including duties arising from occupier's liability legislation and further agrees that if, despite this release, the Participant or any other person makes a claim on the Participant's behalf against any of the Releasees, THE UNDERSIGNED WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LIABILITY, LITIGATION EXPENSES, ATTORNEY FEES, LOSSES, DAMAGES OR COSTS ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM, WHETHER ASSERTED BY THE UNDERSIGNED, THE PARTICIPANT, OR ANOTHER PERSON.

2. THE PARTICIPANT ACKNOWLEDGES AND ACCEPTS that the Activity is inherently risky and dangerous, and exposes the Participant to the possibility of personal injury, death, property damage and/or loss resulting therefrom. Risks may arise out of contact and/or participation with other participants, equipment and other mishaps. Risks may be caused by the Participant's own actions, or inaction, the actions or inaction of others participants, the condition of the facilities in which the Activities take place, and/or THE NEGLIGENCE OF THE "RELEASEES." Some Risks cannot be predicted or controlled. There may be other risks and social and economic losses either not known to me or not readily foreseeable at this time.

3. IT IS AGREED AND UNDERSTOOD that if the Participant commences such an action, or takes such proceedings, and the Releasees are added to such proceeding in any manner whatsoever, whether justified in law or not, the Participant will immediately discontinue the proceedings and/or claims. This Release of Liability, Waiver, and Assumption of Risk shall operate conclusively as an estoppel in the event of any claim, action, complaint or proceeding which might be brought in the future by the Participant with respect to the matters covered by this Release of Liability, Waiver, and Assumption of Risk. This Release of Liability, Waiver, and Assumption of Risk may be pleaded in the event any such claim, action, complaint or proceeding is brought, as a complete defense and reply, and may be relied upon in any proceeding to dismiss the claim, action, complaint or proceeding on a summary basis and no objection will be raised the Participant in any subsequent action that the other parties in the subsequent action were not privy to formation of this Release.

4. THE PARTICIPANT HEREBY AGREES that this Release of Liability, Waiver, and Assumption of Risk will be governed by applicable local Laws and that any dispute arising from this Release of Liability, Waiver, and Assumption of Risk will be adjudicated by the State of Ohio.

5. SEVERABILITY: If any provision of this document is determined to be invalid for any reason, such invalidity shall not affect the validity of any of the other provisions, which other provisions shall remain in full force and effect as if this document had been executed with the invalid provision eliminated.

PHOTOGRAPHS, VIDEOS AND RECORDINGS: I release all photos taken of me at Axe Throwing, LLC. I acknowledge that Axe Throwing, LLC will own such "Images" and further grant Axe Throwing, LLC permission to copyright, display, publish, distribute, use, modify, print and reprint such Images in any manner whatsoever related to Axe Throwing, LLC business, including without limitation, publications, advertisements, brochures, web site images, or other electronic displays and transmissions thereof. I further waive any right to inspect or approve the use of the Image by Axe Throwing, LLC prior to its use. I forever release and hold Axe Throwing, LLC harmless from any and all liability arising out of the use of the Images in any manner or media whatsoever, and waive any and all claims and causes of action relating to use of the Images, including without limitation, claims for invasion of privacy rights or publicity

EMAIL ADDRESS: By providing my e-mail address, I am opting into the e-mailing list. my e-mail address may be used to contact me but will not be made available to third parties.

LOST/ STOLEN ITEMS: We are not responsible for lost or stolen items.

I, THE UNDERSIGNED PARTICIPANT, HEREBY CERTIFY THAT I AM AT LEAST 18 YEARS OLD, THAT I HAVE COMPLETELY READ AND UNDERSTAND THIS AGREEMENT AND ITS TERMS.

I, THE UNDERSIGNED PARENT/ GUARDIAN HEREBY CERTIFY THAT I UNDERSTAND THE RISKS FOR ANY MINOR PARTICIPANTS, THAT THE MINOR PARTICIPANT IS AT LEAST 15 YEARS OLD AND THAT I HAVE COMPLETELY READ AND UNDERSTAND THIS AGREEMENT AND TERMS.

THAT PRIOR TO SIGNING THIS AGREEMENT, I THE OPPORTUNITY TO ASK ANY QUESTIONS ABOUT THIS AGREEMENT.

I AM AWARE THAT BY SIGNING THIS AGREEMENT I ASSUME ALL RISKS.

I WAIVE AND RELEASE CERTAIN RIGHTS THAT I AND EACH OF MY HEIRS, NEXT OF KIN, FAMILY, RELATIVES, GUARDIANS, CONSERVATORS, EXECUTORS, ADMINISTRATORS, TRUSTEES AND ASSIGNS MAY HAVE AGAINST RELEASEES.

560 S High St, Columbus, OH 43215

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY ("AGREEMENT")

1. IN CONSIDERATION of being permitted to participate in any way in any sports activity offered at Stars Indoor Sports, LLC, including but not limited to soccer, field sports, field activities, indoor sports, axe throwing related activities, and/or any other activities at 560 S High St, Columbus, OH 43215("Activity"), I, for myself for personal representatives, assigns, heirs, and next of kin:

2. ACKNOWLEDGE, agree, and represent that I understand the nature of Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

3. FULLY UNDERSTAND THAT: (a) ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions or inaction's, the actions or inaction's of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISK AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation or that of the minor in the Activity.

4. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE Stars Indoor Sports, LLC their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, shareholders and, if applicable, owner, lessors and/or Users of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

5. Stars Indoor Sports, LLC may, from time to time, take photos and/or videos of participants and/or visitors for posting on the internet. At no time will personal information, other than the photos or video, be included without explicit permission from the individual, the parent or guardian. Your permission to use photos or videos of you or your children or any one whom you are signing for as guardian whether as participants, visitors or spectators is expressly granted.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

**If you accept these conditions, please type your name in the boxes below. This will be considered your electronic signature.**

**First Name:**

**Last Name:**

**Email:**

**Birthday:**