

Axe It Out, LLC
Voluntary Waiver of Risk and Release of Liability

Name: _____ Address: _____

City: _____ State: _____ ZIP: _____

Phone Number or Email Address: _____ Date of Birth: _____

The Participant freely and voluntarily choose to participate in axe throwing and/or to be present in the facility where it is occurring (collectively the “Activity”), provided by Axe It Out, LLC, a South Dakota limited liability company (the “Company”). In consideration of my voluntary participation in Activity I represent and agree as follows:

I am aware and understand that the Activity is inherently dangerous and ultra-hazardous and involves the risk of serious injury, death, and/or property damage. I am voluntarily participating and expressly assume and accept any and all risks of injury, death, or property damage that may occur by my or others performing the Activity.

I warrant and represent that I am over 21 years of age, am of sound mind and body, and have no physical or mental impairment, illness, medical condition, limitation or disability that may affect my ability to safely perform the Activity. I acknowledge, accept, and assume the risk of any medical conditions, limitations, or disabilities, whether temporary or permanent, that I possess, whether known or unknown, which might contribute to or exacerbate any injury I might sustain as a result of participating in the Activity. I acknowledge and agree that if medical assistance, of any form, is required or performed as a result of any injury that I sustain while participating in the Activity or on the premises, such assistance shall be at my own expense.

I warrant and represent that I am not intoxicated, impaired, or under the influence of drugs or alcohol at the time of signing this Waiver and Release and shall not become so while performing the Activity. I am aware and understand that all alcohol must be authorized and provided by the Company and outside alcoholic beverages are not permitted on the premises. I agree to assume all risks, known and unknown, related to consuming alcohol prior to or during my participation in the Activity and I agree to be fully responsible and liable for all claims, demands, damages, losses, injuries, liabilities, obligations, costs, or expenses of any kind which may arise due to my consumption of alcohol.

I forever agree and expressly assume all risks and to release, waive, relinquish, discharge from liability, and hold harmless Company, its members, directors, officers, agents, employees, affiliates, successors, and, assigns who, through negligence or carelessness, might otherwise be liable to me or my child for injury, death, or property damage arising out of or attributable to the activity. I intend by this Waiver and Release to release, in advance, and to waive my rights and to discharge all persons mentioned above, from any and all claims for damages for personal injury or property damage, which I may have, or which may hereafter accrue to me, as a result of my participation in the Activity.

I agree to defend, indemnify and hold Company harmless, including attorneys’ fees and costs, for any damages or losses claimed or threatened by any person as a result of my participation in the Activity. Furthermore, I agree to pay, upon demand, Company for any damage to axes rented by me in this Activity or damaged by me in the same.

By participating in this activity, I agree not to partake in any legal action against Company, its members, directors, officers, agents, employees, affiliates, successors, and assigns who may be associated with the Company.

Furthermore, I agree to pay Company's attorneys' fees and expenses in any action against Company arising out of this Activity.

By participating in this activity I agree and grant the Company permission to capture my image, in photographs, videotapes, recording, or any other media (collectively "images"). I agree and grant permission to the Company to use such images in any manner whatsoever related to the Company's business, including, but not limited to, advertisements, brochures, websites, or other electronic displays and transmissions. I further agree to hold the Company harmless from any and all liability arising out of the use of such images in any manner or media, and waive any and all claims and causes of action relating to the use of the images, including, but not limited to, claims for invasion of privacy rights or publicity.

I understand and agree that this Waiver and Release is binding, and constitutes the sole and entire agreement between myself, during the Activity, and the Company. I agree that if any portion of this Waiver and Release is found to be unenforceable, the remaining portions shall remain in full force.

I agree that all matters arising out of or relating to this Waiver and Release shall be governed by and construed in accordance with the laws of the State of South Dakota and any claims or cause of action arising under this Waiver and Release may be brought only in the federal and state courts located in Pennington County, South Dakota. I hereby agree and consent to the exclusive jurisdiction of such courts. I have read this Waiver and Release in its entirety and agree to the provisions stated above.

IN SUMMARY, BY MY SIGNATURE BELOW, I HEREBY ACKNOWLEDGE THAT IF I AM INJURED IN ANY WAY, THIS WAIVER AND RELEASE PREVENTS AND PROHIBITS ANY RECOVERY FROM AXE IT OUT, LLC.

Signature: _____ **Date:** _____
(of Participant)