

Release of Liability for Recreational Activity, Waiver of Claims, Express Assumption of Risk
and Indemnity Agreement

**READ THIS DOCUMENT FULLY BEFORE SIGNING IT IS A
WAIVER OF YOUR LEGAL RIGHTS**

1. This facility is an axe throwing facility that allows customers to participate in axe throwing for recreational purposes only.
2. By Participating in axe throwing or being on the premises you understand that there are dangers inherent in axe throwing. Including but not limited to the following:
 - a. General Facility Risks: slips, falls, or trips due to uneven pavement or flooring, wet, icy, or slippery surfaces, or items left on the floor; falling target and/or construction components.
 - b. Human error risks: erratic or negligent actions; failure to follow instructions, inadvertent inattentiveness, incorrect throwing or playing techniques, errors in judgment, failure to adequately train participants, judgment errors in emergency care, and inadequate emergency training of personnel.
 - c. Axe throwing risks: being hit by an axe- thrown or held- due to participant or staff inattentiveness, neglect, failure to follow instruction, incorrect throwing or playing techniques, errors in judgment, inadequate training, or purposeful or accidental assault and battery by a participant.
 - d. Types of Injury: All Participants must understand three categories of injuries that may occur as a result of these inherent risks. The most common are minor injuries, which include but are not limited to hand injuries (splinters, calluses, skin tears, pinches, punctures, and cuts), bruises and scrapes, and muscle strains. Major injuries include, but are not limited to, broken bones, joint/ligament/tendon

injuries, internal injuries, concussions, back injuries, and eye injuries. Catastrophic injuries, though very rare, include but are not limited to: loss of vision or hearing, permanent disabilities, heart attack, stroke, paralysis, or death.

- e. As part of this activity, and is included in the definition of activity for the purpose of this waiver, Rel-Axe LLC provides and or sells a variety of products and other customers are allowed to bring their own food and or drink on premises. These products, food and or drink products may cause allergic or other reactions (medical conditions) to some people. Some of the products, foods or drinks may contain such things as but not limited to, peanuts and gluten.
3. I fully understand and assume 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 than can be caused to myself, and/or to others, from the misuse, or throwing of axes of any size or kind.
4. I fully understand and assume the inherent risks associated with being on the premise, as part of the axe throwing activity, and having products on the premises that may have health risks. These products may be used by, provided by or sold by RelAxe or other customers; the potential dangerous nature associated with the products; the potential hazardous risks associated with these products and/or the potentially dangerous environment than can be caused to myself, and/or to others.
5. These risks from the activities listed in this section could include 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 actions, 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.

6. I state that I will be voluntarily engaging in activities that involve axes, and on the premises, and I am not under any undue influence or coercion. I believe that I am physically, emotionally, and mentally able to participate in axe throwing. I am not under the influence of alcohol or any drugs or medications.
7. I will immediately remove myself from participation, and notify the nearest coach, or employee, 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.
8. I assume all the foregoing risks and accept personal responsibility for the damages following such injury, permanent disability, or death.
9. I release from, waive and discharge all actions, claims, or demands, to the extent permitted under New Hampshire law, 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 Rel-Axe, LLC, its owners, members, 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 claims against Rel-Axe, LLC, its

owners, members, subsidiaries, shareholders, directors, officers, employees or agents, as a result of my participation in any axe throwing related activities.

10. I agree that neither myself, nor my assignees, heirs, guardians, and/or legal representatives will bring any legal action against Rel-Axe, LLC, its owners, members, subsidiaries, shareholders, directors, officers, employees or agents, as a result of my participation in any axe throwing related activities, unless such action involves gross negligence or is otherwise based on a right that is prohibited from being waived under New Hampshire law.
11. I agree and understand that the coach, Rel-Axe, LLC, employees and/or owners of Rel-Axe, LLC, reserve the right to suspend or cancel any axe throwing related activities at any time for any reason.
12. I hereby grant permission to the rights of my image, likeness and sound of my voice as recorded on audio or videotaping 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.
13. 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 Rel-Axe, LLC, premises for any unlawful use that would directly, or indirectly, infringe upon Rel-Axe, LLC, proprietary rights, specifically, but not limited to, using any recorded media such as 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 ownership of Rel-Axe, LLC business operations.

14. For standard reservations, bookings or walk-in sessions, I understand and agree that all of the above waiver, release and assumption of risk will remain on file but will not apply to subsequent visits and/or sessions.
15. 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 Rel-Axe, LLC premises.
16. 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 New Hampshire, 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.
17. MEDIATION AND ARBITRATION. I agree that before bringing any claim against Rel-Axe, LLC, that I will first submit to mediation. I agree that any dispute relating to, referring to, involving or pursuant to this Agreement 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 New Hampshire, excluding any application or consideration of the Arbitration Act of the State.
18. FORUM SELECTION. I agree that any dispute arising out of this agreement, including any claims asserted that fall under section 12 above may only be brought in New Hampshire. I also agree that the venue for any mediation, arbitration or any other action will be Rockingham, New Hampshire.

19. WARNING! By entering into this agreement, I am not relying on any oral or written representations or statements made by other Releases, other than what is set forth in this agreement. This agreement forms the entire agreement between me and Rel-Axe, LLC.

20. 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 part of this agreement, article above. If you do not agree to every part of this agreement, article above, and therefore cannot participate, Rel-Axe, LLC, will immediately reimburse the cost of the session or event, if you paid in advance and for the exact amount you paid in advance.

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 AND UNDERSTANDING THE RULES AND REGULATIONS OF THE AXE THROWING FACILITY AND AGREE TO ABIDE BY THEM.

Full Name _____

DOB _____

Signature _____

Date _____

Your email _____

Only to allow us to email you this document.