

**HATCHET & AXE CO., LLC (“HAC”)
ACCIDENT WAIVER, RELEASE OF LIABILITY, AND INDEMNITY FORM**

I, THE UNDERSIGNED PARTICIPANT, BEING OF SOUND MIND AND BODY ACKNOWLEDGE THAT I AM PARTICIPATING/SPECTATING IN **HATCHET AND AXE THROWING** (“HAT” AND “ACTIVITY”) AND RELATED ACTIVITIES (“ACTIVITIES”). I UNDERSTAND AND ACKNOWLEDGE THAT THERE ARE RISKS OF INJURY, BOTH MINOR AND SERIOUS, ASSOCIATED WITH HAT. I UNDERSTAND THAT THIS ACTIVITY CAN CAUSE ME AND OTHERS SERIOUS BODILY HARM. I acknowledge that this activity may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, participants, volunteers, monitors, and/or producers of the activity. These risks are not only inherent to participants, but are also present for spectators and volunteers.

I ACKNOWLEDGE THAT THIS ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM WILL BE USED BY THE EVENT HOLDERS, SPONSORS, AND ORGANIZERS OF THE ACTIVITIES IN WHICH I MAY PARTICIPATE, AND THAT IT WILL GOVERN MY ACTIONS AND RESPONSIBILITIES AT SAID ACTIVITIES.

In consideration of my application and permitting me to participate in this Activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity, THE FOLLOWING ENTITIES OR PERSONS: Hatchet & Axe Co., or their owners, directors, officers, employees, volunteers, representatives, and agents, and the activity holders, sponsors, and property owners.

(B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in (A) paragraph from any and all liabilities or claims made as a result of participation in this Activity, whether caused by the negligence of release or otherwise.

At all times now and in the future, I agree to conduct myself and participate in the Activities in a way that will not endanger the safety of myself or other participants or spectators of the Activities.

I assume full responsibly for my conduct and how I participate in the Activates. I assume full responsibility for the conduct of any minor under my care, or persons in my charge, and how they participate in the activities. I covenant and warrant that I, and those in my care and charge, will abide by the following (partial) rules of conduct: (i) At Range Master’s sole and absolute discretion, any persons visibly under the influence of drugs/alcohol will be barred from participating in throwing, (ii) No unruly behavior by individuals or groups in or around the throwing trailer, (iii) No open-toed shoes on throwing trailer, (iv) all participants must immediately follow all Range Master instructions, (v) only two (2) persons on the throwing trailer at a time, at the direction of the Range Master, and (vi) No trick shots or passing axes/hatchets. I consent to, and will submit to, for myself and all those under my care or charge, removal from the throwing trailer and any area of the Activities, if I violate any of the forgoing rules, or if I violate any agreements set forth herein, in the sole and absolute discretion of HAC, its employees, personnel, or agents.

I certify that I am physically fit, have sufficiently prepared or trained for participation in the Activities, and have not been advised by a trained medical professional not to participate in the Activities. I ASSUME FULL RESPONSIBILITY FOR ASSURING THAT I (AND ANY MINOR IN MY CARE OR CHARGE) AM/ARE MENTALLY COMPETENT, IN GOOD HEALTH, AND HAVE NO MEDICAL CONDITIONS THAT MIGHT MAKE PARTICIPATING IN THE ACTIVITIES RELATED, INADVISABLE. I REPRESENT AND WARRANT THAT AT ALL TIMES NOW, AND AT ANY TIME I PARTICIPATE IT THE ACTIVITIES, EITHER AS A PARTICIPANT OR SPECTATOR, I (AND ALL

Participant Initials/Date:

Witness Initials/Date:

MINORS IN MY CARE OR CHARGE) HAVE AND WILL MAINTIAN HEALTH INSURANCE COVERAGE SUFFICIENT TO COVER ANY/ALL MEDICAL, DENTAL AND ANY OTHER HEALTH CARE EXPENSES FOR ALL INJURIES, MINOR OR SERIOUS, SUSTAINED AS A RESULT OF PARTICIPATING OR SPECTATING IN THE ACTIVITIES, OR I WILL PAY FOR SUCH EXPENSES AND INDEMNIFY ALL OTHERS AGAINST SUCH EXPENSES.

I acknowledge that Hatchet & Axe Co., and their owners, directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

I hereby consent to receive medical treatment that may be deemed advisable in the event of injury, accident, and/or illness during this activity.

I understand that while participating in this activity, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the activity holders, producers, sponsors, organizers, and assigns.

The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I INTEND THIS ASSUMPTION OF ALL RISKS OF INJURY AND WAIVER OF RIGHTS TO BE A COMPLETE AND TOTAL RELEASE OF LIABILITIES RESULTING FROM INJURY TO ME OR MY DEATH AS A RESULT OF MY VOLUNTARY DECISION TO PARTICIPATE IN THE ACTIVITIES, PARTICIPATE OR SPECTATE IN THE ACTIVITIES RELATED THERETO, BOTH NOW AND IN THE FUTURE. FOR ALL NEGLIGENT ACTS, FAILURES TO ACT OR BREECHES OF DUTY OWED TO ME BY HAC,

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Children and/or persons under care: _____

Emergency Contact: _____ (Name) _____ (Phone)

Event Location Address

Event Organizer

Participant Name

Signature

Date

Address

Email

Phone

Witness Name

Witness Signature

Date

Address

Email

Phone

Participant Initials/Date:

Witness Initials/Date: