



DOWNTOWN AXE MOBILE TRAILER RELEASE OF LIABILITY, WAIVER AND ASSUMPTION RISK

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

Downtown Axe 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 Downtown Axe LLC , 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 (“Releasees”). Participation in the activities of Downtown Axe LLC can be HAZARDOUS AND PRESENT A DANGER TO PARTICIPANT.

The participant understands the nature of the Activity and that he/she is in good health, and in proper physical condition to participate in such Activity. If at any time the Participant believes conditions to be unsafe, he/she will immediately discontinue further participation in the Activity.

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.

1. 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. The participant acknowledges and accepts any personal injury, death, property damage/or loss that happens on participants personal property and will have to be covered by participant.

2. 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 defence 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.

3. 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 Georgia.

4. 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 Downtown Axe LLC . I acknowledge that Downtown Axe LLC will own such "Images" and further grant Downtown Axe LLC permission to copyright, display, publish, distribute, use, modify, print and reprint such Images in any manner whatsoever related to Downtown Axe 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 Downtown Axe LLC prior to its use. I forever release and hold Downtown Axe 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 CERITIFY THAT I UNDERSTAND THE RISKS FOR ANY MINOR PARTICIPANTS, THAT THE MINOR PARTICIPANT IS AT LEAST 12 YEARS OLD AND THAT I HAVE COMPLETELY READ AND UNDERSTAND THIS AGREEMENT AND TERMS.

THAT PRIOR TO SIGNING THIS AGREEMENT, I HAVE 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.

CAUTION: READ BEFORE SIGNING! THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND WILLBAR YOUR RIGHT TO SUE.

Downtown Axe, LLC 251 W Memorial Dr. Dallas Ga 30132

Printed Name _____ Signature _____ Date _____