

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK,
INDEMNITY AGREEMENT AND PHOTO & VIDEO RELEASE (“RELEASE”)**

Please read carefully and be certain you understand the implications.

IN CONSIDERATION of Jonathan Tarr (DBA Holzfaeller Axe Throwing(the “Company”) allowing me to participate in axe throwing or related activities, sessions, leagues or other programs or events provided by the Company (the “Activities”), I represent, warrant and agree as follows:

1. I fully understand and appreciate that axes of any size are potentially dangerous objects, the dangers, hazards, and risks inherent in axe throwing, and the inherent risks associated with the use and misuse of axes. My equipment, if any, is mechanically fit for my use in the Activities.
2. I acknowledge and understand that I will be voluntarily engaging in activities that involve axes, which may result in the risk of serious injury, scarring, loss of 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 action, 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.
3. I believe that I am physically, emotionally, and mentally able to participate in the Activities.
4. I will immediately remove myself from participation, and notify the nearest staff member 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.
5. I assume all the risks and accept responsibility for the damages following such injury, permanent disability, disfigurement, or death.
6. **In consideration for being allowed to participate in the Activities, which consideration is hereby expressly accepted and acknowledged, I, on behalf of myself, my representatives, heirs, agents administrators, trustees, executors, assigns, successors and on behalf of any party or parties who claim a right or interest through me (hereinafter, the “Releasor”) and as it is my sole and express intent to do so, release from, acquit, waive and forever discharge, without qualification or limitation, all actions, claims, or demands that I or any other Releasor 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 the Company, its 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”), as a result of my participation in the Activities, due to any cause whatsoever, including without limitation, negligence of the Releasees, any compounding or aggravation of injuries caused by negligent rescue operations or procedures by Releasees or any person participating in the Activities, the failure to take reasonable**

steps to safeguard or protect me from the risk, dangers, and/or hazards of participating in the Activities, and/or breach of statutory or other duty, or otherwise due to my presence on or at the premises of the Company. I hereby agree and covenant to save and hold harmless, indemnify, and defend any claim against Releasees, as a result of my participation in any Activities or presence at the premises of the Company.

Further, Releasor hereby covenants not to sue the Releasees for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from the participation in the Activities by me. It is agreed and understood that if the Releasor 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 Releasor will immediately discontinue the proceedings and/or claims, and the Releasor will be jointly and severally liable to the Releasees for the legal costs incurred in any such proceeding, on a substantial indemnity basis. This Release 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 Releasor with respect to the matters covered by this Release, 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 by the Releasor in any subsequent action that the other parties in the subsequent action were not privy to formation of this Release.

I understand and acknowledge that should I incur an injury as a result of my participation in the Activities, I am solely responsible for any costs of medical expenses and that no coverage or insurance shall be provided under any policy of insurance held by any Releasee.

I confirm that the Releasees will not be held responsible in the event of any complaint or legal action undertaken against myself as a result of bringing alcohol to the Company premises.

7. I agree that I, my assigners, heirs, guardians, and legal representatives agree not to sue the Company, its subsidiaries, shareholders, directors, officers, employees or agents as a result of any Activities or other occurrences on the Company premises.

8. I understand that drinking alcohol is not a requirement of the event. If I do consume alcohol during Activities, I agree that I am over 21 years of age, and I do so of my own choice and volition and agree to drink responsibly.

9. I assume the risks associated with alcohol consumption and takes full responsibility for my own actions, safety and welfare.

10. I agree to exercise ordinary and reasonable care at all times, and to not imbibe alcohol to the extent that my judgment, physical condition or motor skills are impaired. I understand the potential risks associated with the consumption of alcohol and acknowledges that I do not have or am not aware of any medical condition(s) (and am not taking any medications) that would prevent me from consuming alcohol or would result in any injury or damage as a result of alcohol consumption. I acknowledge and agree that the Company shall not be responsible

or liable for any accident, injury, theft, loss or damage caused by my impaired judgment or negligence.

11. I agree and understand that the staff and or owners of the Company reserve the right to refuse entry, suspend or cancel any axe throwing related activities, or remove me from their premises 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 video tape or any other manner or media whatsoever without payment or any other consideration. I understand that my image may be edited, copied, exhibited, published or distributed and I waive the right to inspect or approve the finished product wherein my likeness appears in any manner or media whatsoever. Additionally, I waive any right to royalties or other compensation arising or related to the use of my image or recording. In the Company takes photographs or videos, I hereby assign full copyright of these photographs and videos to the Company together with the right of reproduction either wholly or in part. Furthermore, I grant the Company, the perpetual and irrevocable and unrestricted worldwide right to use and publish video and/or photographs of me, or where I may be included for editorial trade, product or service advertising and such other fashion /business purpose in any manner and medium, including advertising with any retouching or alteration without restriction or compensation.

13. For league play, I agree and understand that this waiver, release and assumption of risk will remain on file and apply to the current league season. By entering into this agreement, I am not relying on any oral or written representation or statements made by the releases, other than what is set forth in this agreement.

14. This Release shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. If any one or more provisions of this Release is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Release shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. If, moreover, any one or more of the provisions contained in this Release shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear.

15. Releasee hereby agrees that this Release will be governed by the laws of the Commonwealth of Pennsylvania and that any dispute arising from this Release or the Activities will be adjudicated by the Courts located in Butler County, Pennsylvania, and the Releasor hereby attorns to the exclusive jurisdiction of these Courts for this purpose.

I UNDERSTAND THAT THE RELEASEES ARE RELYING UPON MY WARRANTIES, ASSUMPTIONS, WAIVER AND RELEASE, UNDERTAKINGS AND AGREEMENTS WHEN ACCEPTING MY PARTICIPATION IN THE ACTIVITIES. I HAVE CAREFULLY READ THE ABOVE WAIVER AND RELEASE OF LIABILITY AND FULLY UNDERSTAND THAT I GIVE UP SUBSTANTIAL LEGAL 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 AND WITHOUT INDUCEMENT.

I agree to receive emails or physical mail from the Company and its affiliates, agents, service providers, and business partners with promotional information on products, services, events (e.g., league nights), etc. I agree to allow the Company and its affiliates, agents, service providers, and business partners to contact me at the phone number listed using an automatic telephone dialing system, text message, artificial voice, or pre-recorded message to provide messages, including informational, promotional and telemarketing. I acknowledge that listing the phone number below is not a condition of receiving any property, goods, or services. By listing the phone number below, I certify that the phone number is accurate and that I own the rights to use that phone number and to give consent to call or text that number. We do not have an age limit, but limit participation to strength or ability restriction. If you are not strong enough to throw an axe in a safe manner, then we will not let you throw (and be refunded if under the strength restriction).

All children under the age of 14 will need to have a guardian present.

All throwers under the age of 18 will need to have a parent/guardian sign a waiver in person, as well as themselves.

We strongly recommend that closed toed shoes are worn during axe throwing Activities. By wearing footwear that exposes your toes, you're at risk of injury including but not limited to axes falling on your feet and/or hitting your feet causing minor or severe injury. If you decide to not wear closed toed shoes, you understand that there are risks associated with wearing open toed shoes, flip flops, sandals or similar footwear. By continuing with open toed shoes, you assume all liability and risk associated by doing so.

PARTICIPANT:

By: [Signature]

Print Name:

Date:

Phone Number:

Email:

Date of Birth:

ADULT PARTICIPANT

Electronic Signature Authorization

I understand and acknowledge that under the Uniform Electronic Transactions Act (UETA), or its state law equivalent, and under the Electronic Signatures in Global and National Commerce Act (ESIGN), by applying my electronic signature to this agreement, I am creating a legally enforceable agreement. I agree that my electronic signature is the legally binding equivalent of my handwritten signature on paper. I will not, at any future time, claim that my electronic signature is not legally binding or enforceable. By electronically signing and submitting this agreement, I: 1) acknowledge that I have read and fully understand the terms of the agreement; 2) voluntarily agree to be bound by this agreement; and 3) certify that I am 18 years of age or older. My signature applies to all pages of this contract.

PARENT OR GUARDIAN IF UNDER 18:

I AM A PARENT/GUARDIAN OF THE PARTICIPANT, AND I ATTEST THAT I HAVE LEGAL RESPONSIBILITY OVER THE PARTICIPANT, AND, MY SIGNATURE IS SUFFICIENT TO CONSENT TO THE PARTICIPATION OF THE PARTICIPANT IN THE ACTIVITIES AND TO ENTER INTO THIS

AGREEMENT FOR AND ON BEHALF OF THE PARTICIPANT AND THAT PARTICIPANT IS PHYSICALLY, EMOTIONALLY, AND MENTALLY ABLE TO PARTICIPATE IN THE ACTIVITIES. I UNDERSTAND THE DANGERS, HAZARDS AND RISKS INHERENT IN THIS TYPE OF ACTIVITY.

By: [PARENT/GUARDIAN SIGNATURE]

Print Name:

Date:

Phone Number:

Email:

Date of Birth:

ADULT and MINOR PARTICIPANT

Electronic Signature Authorization

I understand and acknowledge that under the Uniform Electronic Transactions Act (UETA), or its state law equivalent, and under the Electronic Signatures in Global and National Commerce Act (ESIGN), by applying my electronic signature to this agreement, I am creating a legally enforceable agreement. I agree that my electronic signature is the legally binding equivalent of my handwritten signature on paper. I will not, at any future time, claim that my electronic signature is not legally binding or enforceable. By electronically signing and submitting this agreement, I: 1) acknowledge that I have read and fully understand the terms of the agreement; 2) voluntarily agree to be bound by this agreement; 3) certify that I am 18 years of age or older; 4) that I shall be personally responsible for the minor(s) abiding by the terms of this agreement; (5) represent I am the parent or lawful guardian of such minor(s) and I sign with the full and complete decision-making authority on their behalf; (6) and that I hereby release and/or waive all claims of the minor as set forth in this agreement and under any applicable statute. My signature applies to all pages of this contract.