



## REBEL AXE CO. ADULT LIABILITY WAIVER

I, \_\_\_\_\_, (hereinafter “Releasor”) desire to participate and/or observe axe and/or blade throwing (hereinafter, the “Activity”) on the date as set out below. The Activity has been organized by Rebel Axe Co., its owners, employees, sponsors, and/or volunteers and World Axe Throwing League, Inc. (hereinafter, the “Releasees”). In consideration for being allowed to participate and/or observe the Activity on the date as set out below, I, for myself, my personal representatives, assigns, heirs and next of kin agree to the following:

### 1. ACKNOWLEDGEMENT OF POTENTIALLY DANGEROUS ACTIVITY.

I acknowledge, agree, and represent to Releasees that I understand the nature of the Activity and the dangers associated with the Activity, and that the Activity could **involve risks of serious bodily injury, permanent disability, paralysis and/or death**. Knowing the above risks, I represent to Releasees that I am in good health and in proper physical condition to participate and/or observe such Activity. I further acknowledge that I have been given the opportunity to inspect the condition of the equipment and facility and that I believe the same to be in safe and operable condition and that if at any time I believe the conditions to become unsafe, I will immediately discontinue further participation in the Activity.

### 2. ACCEPTANCE OF RISK ASSOCIATED WITH ACTIVITY.

I fully understand that the risks and dangers associated with this activity may be caused by my own actions or inactions, the actions or inactions of others participating in the activity, the conditions for which the activity takes place or the negligence of the Releasee, and **I accept these risks and dangers to be able to participate and/or observe the Activity**. I further understand that there may be additional risks not known at this time, and I accept these risks to be able to participate and/or observe the Activity.

### 3. RELEASE, DISCHARGE, AND COVENANT NOT TO SUE.

**I hereby release, discharge, and covenant not to sue** Releasees, other participants and observers of the Activity, and owners and lessors of the premises on which the Activity takes place. I further release Releasees, other participants and observers of the Activity, and owners and lessors of premises on which the Activity takes place from **all liability, claims, demands, losses, or damage** done to me by Releasees, Releasors, other participants and observers of the Activity, or owners and lessors of the premises on which the Activity takes place. I further agree that if, despite this release and waiver; if I, or anyone on my behalf, makes a claim against the Releasees, I will indemnify, save, and hold harmless Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may occur as the result of such claim.

### 4. PHOTOGRAPH/MEDIA CONTENT RELEASE.

I grant Releasees its employees, or agents the right to take and use my photograph, likeness, name, voice, and/or image made in relation to my participation in the Activity. Releasees may use the above media content in any form including but not limited to art, print, web, social media, or advertising.

**5. CODE OF CONDUCT.**

I understand that Releasees have a code of conduct (**hereinafter the “Code”**) that I must comply with while on the premises where the Activity takes place. I acknowledge receipt of Releasees’ Code below and I agree to follow the Code at all times and to refrain from engaging in prohibited activities. **I have placed my initials below** next to each specific code of conduct below showing that I agree and will comply. Violation of any of the rules associated with the Code or putting others in harm’s way will result in immediate termination of the Activity and **NO REFUND** will be issued.

**6. ALCOHOL POLICY. (21+ only) DON’T BE A DRUNK AXE-HOLE**

This is a bring your own beer and wine establishment and we would like to limit to **BEER AND WINE ONLY. Please DO NOT bring or consume hard liquor on the premises.** Only those of legal drinking age are allowed to consume alcohol on the premises We will not tolerate irresponsible consumption of alcohol - we have a **two drink maximum per hour - you will be asked to leave without refund if your alcohol consumption becomes irresponsible.** Please have your identification on you and be prepared to present it if you wish to consume alcohol on the premises. Rebel Axe Co. would like to keep Sundays free from alcohol, please no consumption of alcohol on Sundays. Intoxicated individuals will NOT be allowed to throw.

**Please initial each code of conduct:**



**BEER AND WINE ONLY - NO ALCOHOL ON SUNDAYS – NO GLASS BOTTLES - 2 DRINK MAX PER HOUR**



**YOU MUST BE 21 YEARS OR OLDER TO DRINK ALCOHOL – we will check all identifications**



**NO SMOKING, VAPING, OR MARIJUANA USE**



**CLOSED TOE SHOES REQUIRED**



**ONE PERSON IN THROWING LANE AT A TIME make sure the lane is cleared before throwing**



**DO NOT REMOVE AXES FROM THROWING LANE**



**HANDLE AXES SAFELY – after your turn, safely set axes on barrel – never hand axes off to anyone**



**NEVER TOUCH THE AXE BLADE**



**NO TRICK SHOTS OR HORSEPLAY**

**I AM 18 YEARS OF AGE OR OLDER, HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT, I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, AND I HAVE SIGNED IT VOLUNTARILY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE. I AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.**

**PARTICIPANT/OBSERVER SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_**