



**PARTICIPANTS MUST BE SIXTEEN (16)
YEARS OR OLDER TO PARTICIPATE.
PROOF OF AGE IS REQUIRED.**

WAIVER AND RELEASE

Effective Date:	
Adult/Guardian Name:	
Birthdate:	
Street Address:	
Email Address:	
Phone:	
Child:	Birthdate:
Child:	Birthdate:
Child:	Birthdate:
Child:	Birthdate:

PARTICIPATION AGREEMENT FOR INHERENTLY RISKY RECREATIONAL ACTIVITY – MAY RESULT IN DEATH OR PARALYSIS – PARTICIPATE IN AXE THROWING AT YOUR OWN RISK

THIS PARTICIPATION AGREEMENT ("Agreement") is made and is effective as of the date executed (hereinafter the "Effective Date") by and between Carved Axe Throwing Company, LLC (hereinafter "Carved") and the adult or guardian identified (hereinafter "Adult"), who is executing this Participation Agreement personally, and on behalf of themselves and any minor children specified herein (the Adult and any minor children are collectively referred to hereinafter as the "Participants"). Carved Axe Throwing Company, LLC and Participants are collectively referred to hereinafter as the "Parties."

WHEREAS, Carved owns and/or operates a recreational axe-throwing business located at in Great Falls, Montana; and

WHEREAS, Carved makes axe throwing available to customers solely for recreational use and enjoyment, not as a service to the general public; and

WHEREAS, Participants desire to participate in ALL the recreational activities available at the axe throwing lanes and premises; and

WHEREAS, Participants know, understand and acknowledge that participation in ANY of the recreational activities is purely voluntary, not essential or necessary, and intended solely for recreational enjoyment; and

WHEREAS, Participants know, understand and acknowledge that the use of supplies, equipment, the lanes, and the facilities constitutes an inherently risky recreational activity that is likely to result in serious injury (such as paralysis and death), damage to property, and injury to third parties; and

WHEREAS, Carved will not make the axe throwing lanes available to Participants unless Participants are willing to take personal responsibility for any and all known and unknown injuries to Participants, damage to property, and injuries to third parties that may result from Participants' voluntary participation in ALL the recreational activities available at the range and any of the other causes identified hereinafter.

NOW THEREFORE, in consideration of the premises and the mutual covenants, conditions, representations, and agreements contained herein, as well as the cost of admission to the axe throwing lanes, the Parties hereby agree as follows:

- 1. Acknowledgment of the Rules.** All participants MUST READ, UNDERSTAND and FOLLOW all Carved Axe Throwing Co. rules. By signing this Agreement you represent and warrant that you have READ, UNDERSTAND and WILL FOLLOW ALL RULES.
- 2. Waiver and Release of Liability.** All Participants, whether using the equipment and/or facilities or not, on behalf of themselves, their children/wards, heirs, assigns, attorneys, insurers, and all other persons, firms, or entities connected therewith (collectively referred to hereinafter as the "Releasing Parties"), **forever, fully, permanently and unconditionally waive, release, acquit and discharge Carved Axe Throwing Co.,** and its present and former employees, owners, members, principals, directors, representatives, predecessors, successors, agents, assigns, attorneys, insurers, suppliers, customers, participants, and all other persons or entities connected therewith (collectively referred to hereinafter as the "Released Parties"), **to the fullest extent permitted by law, from any and all charges, claims, debts, disputes, demands, suits, causes of action, sums, liabilities, losses, expenses and damages, absolute or contingent, known or unknown,** whether or not asserted, threatened, alleged or litigated, now existing or arising in the future, at law or equity, whether caused by the negligence of Released Parties or otherwise, that arise out of or relate in any way to Participants' use of the axe throwing equipment and any of the other facilities at the axe throwing lanes, and any claims for costs, expenses and attorneys' and expert fees associated therewith.
- 3. Assumption of Risk.** Releasing Parties (Participants) know, understand and acknowledge that **the use of axe-throwing equipment, as well as the facilities constitutes an inherently risky recreational activity that may result in serious injury (such as paralysis and death), injury to third parties, and damage to property.** Releasing Parties (Participants) know, understand and acknowledge that axe throwing activities test a person's physical and mental limits and carries with it serious risks. These risks include, but are not limited to, uneven terrain, temperatures, condition of participants, actions of other people, falls, and collisions with dangerous, sharp, heavy, and/or blunt objects. Releasing Parties hereby assume the known and unknown risks of personal injury or death, injury to third parties, and damage to property that arise out of or relate in any way to Participants' past, present or future use of the axe throwing equipment and the axe throwing lanes and premises.
- 4. Indemnification.** To the extent allowed by law, the Releasing Parties hereby indemnify and covenant to hold harmless and defend Released Parties from any and all charges, passive and active negligence, claims, debts, disputes, demands, suits, causes of action, rights of action, sums, liabilities, losses, expenses and damages, absolute or contingent, known or unknown, whether or not asserted, threatened, alleged or litigated, now existing or arising in the future, at law or equity, whether caused by the negligence of Released Parties or otherwise, that arise out of or relate in any way to

Participants' use of the axe throwing equipment and any of the Carved facilities, or based on or arising out of any breach of this Agreement, its covenants, representations, or warranties by the Releasing Parties, and any claims for costs, expenses and attorneys'/experts' fees associated therewith.

5. **Fitness to Participate.** Participants represent that they: (i) Are in good health, and in proper physical condition to participate in ALL activities on the axe throwing premises; (ii) Are NOT under the influence of alcohol, illicit or prescription drugs that would in any way impair their ability to safely participate in axe throwing; (iii) Do NOT have ANY preexisting conditions which would make Participants unfit to participate in ANY activity at premises. It is the sole responsibility of all Participants to determine sufficiency of health, fitness, and ability to participate in ANY activity on the axe throwing premises.
6. **Covenant Not to Sue.** Releasing Parties hereby covenant not to sue Released Parties on account of any and all charges, claims, debts, disputes, demands, suits, causes of action, rights of action, sums of money, liabilities, losses, expenses and damages, absolute or contingent, known or unknown, whether or not asserted, threatened, alleged or litigated, now existing or arising in the future, at law or equity, whether caused by the negligence of Released Parties or otherwise, that arise out of or relate in any way to Participants' use of the axe throwing equipment and any of the other facilities at the axe throwing lanes and premises, and any claims for costs, expenses and attorneys' fees associated therewith.
7. **Representations, Warranties, and Further Assurances.** Adult represents and warrants that she/he was given ample opportunity to read and review this Participation Agreement. Adult further represents and warrants that she/he is the parent or legal guardian of the minor Participants, and that she/he has and will maintain adequate medical or other insurance to cover and pay for any possible injury that may occur to Participants and/or third parties that arise out of or relate in any way to Participants' use of the axe throwing equipment or the premises. Participants further represent and warrant that they HAVE read and MUST follow the rules of axe throwing lanes and use of premises, and will cause other Participants (including minor children) to follow such rules, including without limitation the safety rules conveyed orally and posted around the premises.
8. **Integration.** This Participation Agreement constitutes the entire and only agreement and understanding between the Parties with respect to the subject matter hereof and may not be altered, enlarged, or abridged except by an agreement in writing executed by all of the Parties hereto.
9. **Binding Nature of this Participation Agreement.** The provisions of this Participation Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns.
10. **Severability.** All the provisions of this Participation Agreement shall be considered as separate terms and conditions. In the event that any provision hereof is determined to be invalid, prohibited, or unenforceable by a court or other body of competent jurisdiction, this Participation Agreement shall be construed as if such invalid, prohibited, or unenforceable provision had been more narrowly drawn so as not to be invalid, prohibited, or unenforceable. Notwithstanding the foregoing two sentences, in the event that any of the provisions of this Participation Agreement should be determined to be invalid, prohibited or unenforceable, the validity, legality and enforceability of the remaining provisions contained in this Participation Agreement shall not in any way be affected or impaired thereby.
11. **Choice of Law and Jurisdiction.** This Participation Agreement shall be governed by and construed in accordance with the laws of the State of Montana without regard to any conflict of law rules of another state.
12. **Mediation and Arbitration.** Any and all disputes, claims, or controversies arising out of or relating in any way to this Agreement, including but not limited to Participants' use of the axe throwing equipment, any of the facilities, or premises shall be submitted to a formal mediation using a mediator to which the Parties agree in writing. Mediation must commence within any applicable statute of limitations, and shall be deemed to commence when a Party notifies the agreed-upon mediator, in writing, of its request for mediation, the subject of the dispute, and the relief requested. Arbitration shall be the sole and exclusive forum for resolution of the dispute, claim or controversy. By signing this Agreement, the Participants, to the fullest extent permitted by law, agree to settle disputes only by mediation and/or arbitration conducted in Montana and waive their right to have any and all claims decided by a jury or a judge.
13. **Attorney Fees for Breach of this Participation Agreement.** In the event either Party hereto defaults in any of the covenants or agreements contained herein, including without limitation the eleventh clause, the non-prevailing Party shall pay all costs and expenses, including reasonable attorneys' fees and expert fees, incurred by the prevailing Party as a result of this default.
14. **Acknowledgment of the Rules.** All participants MUST READ, UNDERSTAND and FOLLOW all Carved Axe Throwing Co. rules. By signing this Agreement you are representing and warranting that you have READ, UNDERSTAND and WILL FOLLOW ALL RULES.
15. **Video, Photo, and Image Release.** The Agreement gives Carved the exclusive rights and permissions to use all media captured on the axe throwing lanes and premises. Including but not limited to security footage, photos, and video. Which can be used for any and all purposes including but not limited to publication in both printed and electronic media, internet, websites, advertisement, and other promotional uses.
16. **Subsequent Visits.** This Agreement shall apply to ALL of Participants' PRESENT and FUTURE visits to Carved Axe Throwing Co.

IN WITNESS WHEREOF, the Adult has signed this Participation Agreement as of the date set forth above.

I verify that I have received the SAFETY RUNDOWN from the Company or its employees/agents.

SIGNATURE

DATE