

# Recreational Axe Throwing Participation Agreement, Waiver, and Release of Liability

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*Participation in axe throwing can be **hazardous**, physically strenuous, involves certain risks, and presents a danger to participants and bystanders. By signing this document you are waiving certain legal rights, including the right to sue. Please read carefully.*

Despite careful and proper preparation, instruction, medical advice, conditioning, and equipment, there is still a risk of serious injury when participating in this activity. Understandably, not all hazards and dangers can be foreseen. In consideration of the risk of injury while participating in **Axe Throwing** (the Activity), I hereby knowingly and voluntarily enter in this waiver and release of liability and hereby waive any and all rights, claims or cause of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Drunken Smithy, located at 2236 Lebanon Valley Mall, Suite B13, Lebanon, PA 17042, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this activity. In the event that any damage occurs to equipment or facilities as a result of my willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness. I acknowledge that I fully understand that this is a release of liability and I affirm that I am voluntarily participating in the aforementioned activity entirely at my own risk.

I agree to indemnify and hold harmless Drunken Smithy against any and all claims, suits or actions of any kind whatsoever for liability, damages compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or anyone else acting on my behalf. If Drunken Smithy incurs any of these types of expenses, I agree to reimburse Drunken Smithy.

I acknowledge that Drunken Smithy and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Drunken Smithy.

I confirm that Drunken Smithy and its employees 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 Drunken Smithy Axe Throwing premise. If Drunken Smithy staff perceives me as impaired due to the consumption of alcohol or for any other reason, I will cooperate with the staff to cease my participation in the Activity immediately. I am aware that there is no refund for unused time in the axe throwing facility.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE Drunken Smithy AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING LEGAL ACTION AGAINST Drunken Smithy FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Drunken Smithy, its agents, and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

The Agreement Was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the participant,

\_\_\_\_\_, and Drunken Smithy agree that this Agreement is clear and unambiguous as to terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purpose for which it is entered into.

**Photo & Video Release:** I hereby grant Drunken Smithy permission to use my likeness in a photograph, video, or other digital media in any and all of its publications, including print and web-based, without payment or other consideration. I acknowledge that all photographs/video become the property of Drunken Smithy, and I agree that I will not be compensated for any use of the photographs/videos. I hereby irrevocably authorize Drunken Smithy to edit, alter, copy, exhibit, publish, or distribute these photos/videos for any lawful purpose. I waive any right to inspect or approve the finished product wherein my likeness appears. I hereby release and discharge Drunken Smithy from any and all claims arising out of the use of the photographs/videos.

In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

**Emergency Contact:** In the event of emergency, please contact the following:

Contact's Name: \_\_\_\_\_ Contact's Phone Number: \_\_\_\_\_

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing of my own free will.

Participant's Name: \_\_\_\_\_

Participant's Address: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### PARENT/GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian as follows:

I hereby certify that I am the parent or guardian of \_\_\_\_\_, named, above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent / Guardian Name: \_\_\_\_\_

Relationship to Minor: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_