

## Waiver and Release of Liability

**I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THIS EVENT**, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently prepared or trained for participation in this activity, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems that preclude my participation in this activity.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity in which I may participate, and that it will govern my actions and responsibilities at said activity.

In consideration of my application and permitting me to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity, THE FOLLOWING ENTITIES OR PERSONS: The Bearded Axe Co, LLC, directors, officers, employees, volunteers, representatives, and agents, and the activity holders, sponsors, and property owners.

(B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in (A) paragraph from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise. I acknowledge that The Bearded Axe Co, LLC, and their owners, directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf. I acknowledge that this activity may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, participants, volunteers, monitors, and/or producers of the activity. These risks are not only inherent to participants, but are also present for volunteers. I hereby consent to receive medical treatment that may be deemed advisable in the event of injury, accident, and/or illness during this activity. I understand that while participating in this activity, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the activity holders, producers, sponsors, organizers, and assigns. The Accident Waiver and Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

### INDEMNIFICATION:

I hereby agree to indemnify The Bearded Axe Co, LLC, as well as its members, managers, officers, directors, owners, employees, agents and contractors, from any and all liabilities, suits, claims, causes of action, demands, damages, losses or costs of any nature whatsoever arising out of, or in any way relating to, my use of or movement in or throughout The Bearded Axe Co, LLC's services, equipment,

and facilities, whether or not there are any allegations or charges of negligent acts or omissions on the part of any other parties, including The Bearded Axe Co, LLC.

I understand and agree that The Bearded Axe Co, LLC and its personnel or staff reserves the right to deny access to its facilities to any individual, permanently or for a specified period of time, for any breach of The Bearded Axe Co, LLC's policies, rules and regulations, for any conduct that is viewed as unsafe or inappropriate, or for any other reason whatsoever, whether disclosed or not. While using The Bearded Axe Co, LLC's services, equipment, and facilities, I consent to The Bearded Axe Co, LLC capturing any form of media containing my image, be it photo or video, and agree that any such media may be used for any and all purposes that The Bearded Axe Co, LLC deems appropriate in its sole and absolute discretion. The Bearded Axe Co, LLC may add my email address to their mailing list for The Bearded Axe Co, LLC updates and promotions. This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death or incapacity.

By signing this agreement, I waive the right to bring a court action to recover damages or obtain any other remedy for any injury to myself or death, or any damages to my property, however caused, arising out of my use of or movement in or throughout The Bearded Axe Co, LLC's services, equipment, and facilities, now or any time in the future, whether or not there are any allegations or charges of negligent acts or omissions on the part of any other parties, including The Bearded Axe Co, LLC. I agree to pay for any and all reasonable attorneys' fees and expenses incurred by The Bearded Axe Co, LLC as a result of any claims made by me or on my behalf in contravention of this agreement. I am at least 18 years of age and legally competent to sign this agreement. This Assumption of Risk, Release and Indemnification shall be effective and binding upon me and upon my assigns, heirs, representatives, executors and administrators. **If I am under the age of 18, this release must also be signed and filled out below by my parent or guardian.** My participation in this activity is purely voluntary, and I elect to participate in spite of the risks described herein. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or I will otherwise agree to bear the costs of such injury or damage. I further certify that I have no medical or physical conditions which interfere with my ability to participate safely in the use of The Bearded Axe Co, LLC's services, equipment, and facilities, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition. I agree that the validity and enforceability of this release of liability and assumption of risk will be governed by the laws of the State of Minnesota, without regard to its conflict of law rules, and venue for any proceedings regarding this agreement shall be in the state courts. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. I have had sufficient opportunity to read this entire document, as well as the opportunity to ask questions about this document if I have any. By signing this agreement, I acknowledge that if anyone is hurt or property is damaged while I am on the premises, I may be found by a court of law to have waived my right to maintain a lawsuit against The Bearded Axe Co, LLC, as well as its members, managers, officers, directors, owners, employees, agents and contractors, on the basis of any claim from which I have released them herein.

*Special Addendum: I also agree that the terms of this waiver will equally apply to any venue or company that contracts the services of The Bearded Axe Co, LLC for a mobile axe throwing event for the duration of time that The Bearded Axe Co, LLC staff and equipment are present on-site.*

In summary, my signature below acknowledges that if I, or my child(ren), am injured in any way, The Bearded Axe Co, LLC of Fertile, MN is released from any liability or responsibility. I have read, understand, and have been given the opportunity to ask questions about this form. I understand that I can receive a copy of this document at any time if I request one.