



## Lumber Axe Whiskey Bar & Grill

### RELEASE OF LIABILITY, WAIVER AND ASSUMPTION OF RISK

**WARNING: BY SIGNING THIS WAIVER, YOU ARE WAIVING CERTAIN LEGAL RIGHTS.**

**PLEASE READ THE BELOW CAREFULLY.**

First and Last Name	DOB	Phone Number
Emergency Contact Name	Emergency Contact Relationship	Emergency Contact Phone

I, the undersigned, desire to participate in the attractions at LUMBER AXE LLC, including recreational axe-throwing (the "Activity").

In consideration for being allowed to participate in the Activity on the date as set out below, which consideration is hereby expressly accepted and acknowledged, **I RELEASE AND FULLY DISCHARGE LUMBER AXE LLC**, its subsidiaries, affiliates, members, owners and officers, shareholders, employees, volunteers, agents, representatives, and assigns (hereinafter "LUMBER AXE LLC") from any and all claims I may now and/or in the future have against LUMBER AXE LLC, and from any and all liability, for any personal injury, death and/or property damage, expense and/or loss sustained by me as a result of my participation or observance of the activity, which is caused by any **NEGLIGENT ACT OR OMISSION** of LUMBER AXE LLC. This release expressly includes:

- The design, location, construction, inspection and maintenance of the fencing, the cages or throwing lanes, the floors, including any rails, ramps, boxes, specialty flooring, fencing, barriers, wall designs, targets, including the selection of the construction materials or the failure to construct fences or other barriers;
- The posting or failure to post warnings, signs, or any of the classification and labeling of the axes or fencing or cages or throwing lanes, etc.
- The design, construction, or maintenance of the axe-throwing lanes or axes, including the blades or handles, or the attachment of the blade head to the handle.

**I ACKNOWLEDGE AND ACCEPT THIS ACTIVITY IS DANGEROUS.** There are inherent known and unanticipated risks and dangers and/or hazards of participating in the Activity. I understand that I could suffer property damage, as well as minor injuries or serious injuries, including bruises, scrapes, cuts, broken bones, psychological injury, paralysis, or even death, and/or loss resulting from any of these. I understand, accept, and assume all risks of my participation. I have adequate medical insurance to cover any injuries to myself and/or agree to bear the costs of such treatment of any injury. I do not have any medical condition which could interfere with my safe participation in this activity. I acknowledge that the risks of axe throwing can be greatly reduced by using common sense.

I accept full responsibility for any personal injury which may result from my participation in the Activity, and I hereby HOLD HARMLESS LUMBER AXE LLC for any personal injury sustained by me, including death, caused by the negligence of LUMBER AXE while participating or observing the activity. I agree not to bring any action or lawsuit against ESCAPE CHAMBERS, LLC/LUMBER AXE LLC for any personal injury caused by the negligence of LUMBER AXE LLC.

**I UNDERSTAND** that by executing this agreement, I am representing that I am at least eighteen (18) years old and that I have read, and understand, the agreement.

**I AGREE** to fully comply with all rules, regulations and policies during my participation in the Activity and understand that LUMBER AXE LLC reserves the right to remove me for failing to do the same, without refund.

**I AGREE** that the Release of Liability, Waiver and Assumption of Risk will be governed by the Laws of the State of Florida or Wisconsin and that any dispute arising from this Release of Liability, Waiver and Assumption of Risk will be adjudicated by the State of Florida or Wisconsin, and I agree to reimburse LUMBER AXE LLC for any reasonable fees incurred in the defense of any action based upon my participation in the activity. If I commence any action, or if any heir, agent, assign, or representative on my behalf does so, and LUMBER AXE LLC is added to the action in any manner whatsoever, whether justified or not, then I will be jointly and severally liable to LUMBER AXE LLC for the legal costs incurred in any such action, and agree to completely indemnify LUMBER AXE LLC.

**PHOTOGRAPHS, VIDEOS AND RECORDINGS.** I hereby grant LUMBER AXE LLC the right to take any pictures or video during my participation or observance of any other's participation in the Activity, and that LUMBER AXE LLC may use any pictures, videos or recording for promotion in print or digital media. LUMBER AXE LLC will own such images and I further grant LUMBER AXE LLC permission to copyright, publish, distribute, use, modify, print and reprint such images in any manner whatsoever related to LUMBER AXE LLC, including without limitation publications, advertisements, brochures, website images, or other electronic displays and transmissions. I forever release and hold LUMBER AXE LLC harmless from any and all liability arising out of the use of the images in any manner or media whatsoever and waive any and all claims or causes of action related to the use of the images.

I HAVE READ AND FULLY UNDERSTOOD THIS FORM AND AGREE TO BE BOUND BY IT DURING THIS AND ALL SUBSEQUENT VISITS TO LUMBER AXE LLC. I am aware that by signing this release of liability, I am waiving certain legal rights including the right to sue LUMBER AXE LLC, its owners, officers, shareholders, agents, or employees for negligent acts or omissions.

**CAUTION: READ BEFORE SIGNING! THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND WILL BAR YOUR RIGHT TO SUE!**

DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ PRINTNAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_ PRINTNAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_ PRINTNAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_ PRINTNAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_ PRINTNAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_ PRINTNAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_ PRINTNAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_ PRINTNAME \_\_\_\_\_