PAIN IN THE AXE

Waiver and Release of Liability Agreement

As a Participant I hereby acknowledge that I wish to participate in axe throwing activities provided by PAIN IN THE AXE, LLC (the "Company"). In consideration for being permitted by the Company to participate in these activities, I hereby agree to the following terms and conditions:

ASSUMPTION OF RISK: I acknowledge that axe throwing activities involve inherent risks and dangers, including but not limited to the potential for serious injury or death. I understand that these risks and dangers cannot be eliminated, even with the exercise of reasonable care by the Company. I voluntarily and willingly assume full responsibility for any and all risks, injuries, or damages that I may sustain as a result of my participation in axe throwing activities.

RELEASE AND WAIVER: To the fullest extent permitted by law, I hereby release, waive, discharge, and covenant not to sue the Company, its officers, directors, employees, agents, and any affiliated entities (collectively referred to as the "Released Parties"), from any and all claims, liabilities, actions, causes of action, costs, expenses, or demands that I, my heirs, executors, administrators, or assigns may have now or in the future, whether known or unknown, arising out of or in connection with my participation in axe throwing activities.

INDEMNIFICATION: I agree to indemnify and hold harmless the Released Parties from any and all claims or demands, including reasonable attorney fees, made by any third party due to or arising out of my participation in axe throwing activities or any violation of this agreement.

MEDICAL CONDITION AND ACKNOWLEDGMENT: I represent and warrant that I am physically and mentally fit to participate in axe throwing activities. I understand that it is my responsibility to consult with a healthcare professional regarding any medical conditions or concerns before engaging in these activities. I acknowledge that the Company has not provided me with any medical advice or assurances regarding my suitability for participation.

PHOTO AND VIDEO RELEASE: I grant the Company the right to use, reproduce, and/or publish any photographs, videos, or other media taken of me during the axe throwing activities for promotional and marketing purposes without further compensation.

SEVERABILITY: If any provision of this agreement is found to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.

GOVERNING LAW AND JURISDICTION: This agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to its conflicts of laws principles. Any legal action or proceeding arising out of or relating to this agreement shall be brought exclusively in the state or federal courts located in Orange County, New York, and I consent to the personal jurisdiction of such courts.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THIS WAIVER AND RELEASE OF LIABILITY AGREEMENT AND VOLUNTARILY AGREE TO ITS TERMS AND CONDITIONS. BY SIGNING IT, I AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE PAIN IN THE AXE FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

I further agree that I have read and will adhere to all PAIN IN THE AXE Safety Rules.

I understand that removing an Axe in the playing area, either in front of or behind the designated area, or a violation of any of the other safety rules outlined in the Safety Training, is grounds for immediate suspension of playing privileges without any refund.

I agree that violation of any of the PAIN IN THE AXE Throwing Range rules is grounds for immediate expulsion with no refunds.

If Participant is between the ages 13 and 18, a parent or legal guardian must sign on behalf of the participant. The undersigned parent or guardian hereby gives permission for PAIN IN THE AXE to authorize emergency medical treatment as may be deemed necessary for the child named below while participating Axe Throwing with PAIN IN THE AXE.

Participant Name:	Participant Address:
Email:	
Participant Signature: (if under 18 parent/legal guardian)	
Date:	Driver’s License #:

THANK YOU AND HAVE FUN!