

INDEMNIFICATION, ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY

Print Name: _____ ("User") knowingly and voluntarily provides this INDEMNIFICATION, ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY (this "Indemnification") to War Hammerz LLC, a Kentucky limited liability company ("Company").

WHEREAS, Company provides certain novelty products such as movie props, costume augmentations, displays, wall hangings, etc. (collectively the "Products");

WHEREAS, the Products are not designed to be swung, carried, used in mock battles, or used to harm any person or creature, and therefore any such use would be misuse;

WHEREAS, misuse of the Products could result in property damage, bodily injury including physical or psychological injury, pain, discomfort, disability, emotional distress and death to User and other persons;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are acknowledged by the User, User hereby agrees to the following.

User acknowledges that, absent this Indemnification, Company would not provide Products to User.

User represents and warrants to Company that (i) User is at least eighteen years of age and of sound mind, (ii) User will only use the Products as intended and will not misuse the Products in any way, (iii) User will not allow any other person to misuse the Products, (iv) User will be responsible to prevent anyone who might misuse the Products from having access to them, (v) if a Product disassembles while in the possession of User, User will keep the Product in a safe place and notify Company for an exchange or User will safely dispose of the disassembled Product.

USER HEREBY ASSUMES THE RISK OF USING PRODUCTS, AND FOREVER WAIVES ALL RIGHTS AND RELEASES COMPANY FROM ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, ARISING FROM THE USE OR MISUSE OF THE PRODUCTS.

USER HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY AND COMPANY'S OWNERS, MEMBERS, MANAGERS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENT, ATTORNEYS, HEIRS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS BY USER

AND THIRD PARTIES, INCLUDING BUT NOT LIMITED TO CLAIMS OF PROPERTY DAMAGE, BODILY INJURY, PHYSICAL INJURY, PSYCHOLOGICAL INJURY, PAIN, DISCOMFORT, DISABILITY, EMOTIONAL DISTRESS AND DEATH, WHICH CLAIMS ARISE FROM THE USE OR MISUSE OF ANY OF THE PRODUCTS ACQUIRED OR USED BY USER OR A PERSON ENTRUSTED BY USER.

This Indemnification shall be governed by the laws of the Commonwealth of Kentucky without regard to conflicts of laws principles. User submits to exclusive jurisdiction in the courts located in Bullitt County, Kentucky.

This Indemnification supersedes all prior written and oral agreements between User and Company.

If Company is required to enforce this Indemnification, then Company shall be entitled to recover all costs including attorney fees.

This Indemnification shall enure to the benefits of Company's successors and assigns.

If a proper and competent court of law determines any provision(s) of this Indemnification to be unenforceable, then the unenforceable provision(s) shall be reformed so as to be enforceable to the maximum extent allowed within the intent of this Indemnification, or disallowed in entirety if reformation is not allowed, and in any case the remainder of this Indemnification shall remain in full force and effect.

IN WITNESS WHEREOF, User acknowledges that (i) he/she understands and accepts all risks associated with the Products, (ii) User has read and understands this Indemnification, and (iii) User agrees to be bound by the terms and conditions contained in this Indemnification.

Date: _____

User's Signature: _____

User's Address: _____