

BATTLE AXES

PARTICIPATION AGREEMENT, WAIVER, AND RELEASE OF LIABILITY

This Participation Agreement, Waiver, and Release of Liability ("Agreement") is entered into between Battle Axe Sports, LLC ("Battle Axes") and the undersigned participant ("Participant").

This agreement applies to all activities conducted at, on, or in the premises located at 201 Lovejoy Road, Fort Walton Beach, Florida 32548 (the "Premises"), including but not limited to, axe throwing, archery, batting, consuming food or drink, and any observation or supervision of the same. **PARTICIPANT ACKNOWLEDGES AND ACCEPTS THAT THE ACTIVITIES AT BATTLE AXES ARE INHERENTLY RISKY AND DANGEROUS AND EXPOSE PARTICIPANT TO THE POSSIBILITY OF SERIOUS INJURY TO PERSON AND/OR PROPERTY.** Participant acknowledges that observing, standing, sitting, photographing, and/or Participant's mere presence on the Premises can result in the same or similar risks as if directly engaging in the activities.

Participant agrees, acknowledges, and understands that following all instructions and rules at all times while on the Premises is a requirement for participation. Participant waives any and all right to continue participating in the activities and any benefits associated with being a participant if instructions and/or rules are not being followed. Participant understands and acknowledges that Battles Axes employees may terminate any Participant's right or ability to continue participating in any activity if Participant is not following any instruction or rule, as determined by Battle Axes employees in their sole discretion.

Participant hereby releases, acquits, discharges, and waives, forever and without qualifications or limitations, and agrees to hold harmless, Battle Axes from any and all claims Participant may now, and/or in the future, have against Battle Axes, and from any and all liability for any personal injury, death, illness, property damage, expense, and/or loss of any kind sustained by Participant while participating in any activity and/or while present on the Premises, due to any cause whatsoever, including but not limited to, and without limitation, mishap, negligence, gross negligence, and/or willful misconduct. The Participant will indemnify and hold harmless Battle Axes from any liability, litigation expense, attorney fees, losses, damages, and/or costs of any sort that may incur in relation to any such claim, whether asserted by Participant or any other person or entity, and whether or not asserted on behalf of Participant.

Participant is aware that by signing this agreement, Participant **ASSUMES ALL RISKS** for Participant and any minor under Participant's control.

Participant hereby authorizes any licensed medical personnel to treat or relieve any and all injuries. Participant consents to the administration of ALL MEDICAL CARE. Participant acknowledges and agrees that any medical care or assistance in any form will be at Participant's own expense. Participant acknowledges and agrees that Battle Axes is not responsible or liable for the actions or activities of Participants, its employees, or any medical personnel in performing or providing medical care or treatment, and Participant agrees to hold harmless Battle Axes for any medical care or treatment performed, including any injury or damages claimed or arising therefrom. Participant acknowledges and understands that Battle Axes does not maintain medical personnel at the Premises.

Participant hereby certifies that Participant is at least 18 years old and/or that Participant, being at least 18 years old, is the parent or guardian of a minor Participant of no less than 12 years of age for axe throwing and batting activities and no less than 9 years of age for archery activities. If Participant is a minor, then the Participant's parent or guardian, by signing below, understands and agrees to supervise such minor at all times and to ensure the minor Participant's adherence to this agreement. Participant understands that this agreement extends forever into the future and will have full force and legal effect each and every time Participant or a minor in Participant's care are present on, at, or in the premises. The undersigned Participant certifies that Participant has **COMPLETELY READ AND UNDERSTANDS THIS AGREEMENT AND ITS TERMS.**

Date

Printed Name of Participant

Signature of Participant

If participant is under 18 years of age:

Date

Printed Name of Parent or Guardian

Signature of Parent or Guardian