

**ADULT RELEASE OF LIABILITY, WAIVER
AND ASSUMPTION OF RISK AGREEMENT**

**AXEM, LLC
420 N. Azusa Avenue, Suite A
West Covina, California**

IN CONSIDERATION of being allowed, authorized and permitted to engage and participate in axe and/or hatchet throwing and related events and activities [hereinafter referred to as "ACTIVITIES"] provided and facilitated by AXEM, LLC, its officers, agents, representatives, employees and staff, (hereinafter referred to as "AXEM"), I, for myself, my heirs, personal representative or assigns, do hereby agree and accept the terms of this Agreement, and further, agree, accept, and understand the following:

1. I represent that I am in good health and physically able and ready to participate in the ACTIVITIES, and do not have any physical illness, injury or disability that would make my participation in any of these ACTIVITIES unwise or unnecessarily risky or dangerous to myself or others.
2. I am voluntarily participating in the ACTIVITIES with knowledge of the dangers involved and hereby agree to accept and assume any and all risks of injury, death, or property damage, whether caused by the negligence of AXEM, or other participants in the ACTIVITIES, or otherwise.
3. I am aware and understand that the ACTIVITIES are dangerous activities and involve the risk of serious injury and/or death and/or property damage. Risks may arise out of contact and/or participation with other participants, equipment, and other mishaps. Risks may be caused by my own actions or inactions, the actions or inactions of other participants, the condition of the facilities in which the activities take place, including, but not limited to, those caused by terrain, facilities, temperature, equipment, vehicular traffic, lack of hydration, monitors, and/or producers of the activity, which are not only inherent to the particular ACTIVITIES I am engaged in, and/or the negligence of AXEM. I acknowledge that any injuries that I sustain may be compounded by negligent emergency operations of AXEM.
4. I am aware and understand that alcohol and/or drugs of any kind are not allowed on the premises. I agree to assume all risks, known and unknown, related to consuming alcohol and/or drugs of any kind prior to or during my participation in the ACTIVITIES and agree to be fully responsible and liable for all claims, demands, damages, losses, injuries, liabilities, obligations, costs, or expenses or any kind which may arise due to my consumption of such alcohol and/or drugs which are not authorized and/or allowed by AXEM in the premises. I agree to strictly adhere to the policies of AXEM and state and local ordinances and laws while in AXEM's establishment.

5. I agree and understand that I am bound to follow all instructions and rules set by AXEM at all times while participating in the ACTIVITIES as a requirement for my participation. I further agree that if I fail to follow any of AXEM's instructions and rules, and fail to act responsibly, I waive any and all right to continue to participate in the ACTIVITIES and any benefits associated with being a participant.

6. I agree to indemnify, defend, and hold harmless AXEM, its officers, agents, trustees, or employees from any and all liabilities, damages, claims, lawsuits, attorney's fees, and actions of any kind for any damage or injury arising out of my participation in the ACTIVITIES, including any and all damage, loss or injury cause by act or omission on the part of AXEM. I also agree that the foregoing Release, waiver and assumption of risks agreement is intended to be as broad and inclusive as permitted by law by the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

7. I hereby freely and irrevocably grant AXEM, its authorized employees and agents, the absolute right and permission to copy, exhibit, copyright, use, take, distribute and or publish my photographic likeness, name, voice and/or image made in relation to my participation in the ACTIVITIES in photographs, video and in any and all other media, in which I may be included in whole or in part, or in composite form in conjunction with my name and other identifying information, or reproductions thereof in color or otherwise, made through any media for art, print, web, social media, advertising, film, telecast or any other lawful purpose whatsoever. It is understood that no compensation has been paid and that no fee or compensation shall be due to me for my giving permission for use of my photographic image, likeness, name or voice.

8. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, and to the fullest extent allowed by law, for the valuable consideration of being permitted to participate in the ACTIVITIES, I, my estate, heirs, family members, distributees, personal representatives, guardians, conservators, agents, successors and assigns, hereby freely, expressly, and unconditionally RELEASE, DISCHARGE, AND WAIVE MY RIGHT TO ASSERT ANY CLAIM, DEMAND AND/OR CAUSE OF ACTION NOW HAVE OR MAY HAVE IN THE FUTURE AGAINST (1) AXEM, and its members, shareholders, officers, owners, employees, insurers, agents, volunteers, subsidiaries, affiliates, successors, and assigns, and any of their affiliates, subsidiaries, respective members, members, shareholders, directors, officers, and related persons and entities in their official and individual capacities; and (2) the premises owner and landlord who leases the premises to AXEM, together with its members, shareholders, officers, owners, employees, insurers, agents, volunteers, subsidiaries, affiliates, successors and assigns, and any of their affiliates, subsidiaries, respective members, members, shareholders, directors, officers, and related persons and entities in their official and individual capacities and together with AXEM, for any injury (including without limitation, personal injury (including, but not limited to, death) physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis) to any person, economic or emotional loss, premises damage or loss, or other damages resulting from my presence on AXEM's premises or my participation in

the ACTIVITIES, regardless of whether such injuries or damages result from the negligence, in whole or in part, strict liability, professional errors or omissions, or other acts, of myself, AXEM, the premises owner and/or landlord and/or any other person(s) in connection with my presence on AXEM's premises or my participation in the ACTIVITIES.

9. This agreement constitutes the sole and entire agreement between me and AXEM with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. The terms of this Agreement are contractual, and are not a mere recital, and any breach of the terms of this Agreement may be enforced against me and may give rise to a damage claim against me enforceable by a further legal proceeding.

10. This agreement is binding on and shall inure to the benefit of, AXEM and myself and our respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). Any controversy or claims arising out of or relating to this Agreement or performance thereunder, including, without limitation, any claims relating to bodily injury property damage or death, shall be determined and settled by binding arbitration, which arbitration shall take place in Los Angeles County, California.

THIS IS A LEGALLY BINDING AGREEMENT. BY SIGNING THIS AGREEMENT, I GIVE UP THE RIGHT TO BRING A COURT ACTION TO RECOVER COMPENSATION OR ANY OTHER REMEDY FOR INJURIES OR DEATH TO ME OR TO MY PROPERTY, ARISING OUT OF THE ACTIVITIES, NOW OR AT ANYTIME IN THE FUTURE. I KNOWINGLY AND FREELY ASSUME ALL RISKS, BOTH KNOWN AND UNKNOWN, AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION IN ALL ACTIVITIES RELATED HEREIN.

I have read this waiver of liability, assumption of risk, and indemnity Agreement, and fully understand its terms. I certify that I am at least 18 years of age and suffering under no known legal disabilities; I acknowledge that I am signing this Agreement freely and voluntarily, without inducement, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

By hitting Agree and Sign, I hereby consent to the use of my electronic signature in lieu of an original signature on paper. The participant has the right to request that he or she sign a paper copy instead which is available at our location. By hitting Agree and Sign, the Participant is waving that right. After consent, I may, upon written request to us, obtain a paper copy of an electronic record.

Alternatively, I may elect to have an original signature on paper.

PARTICIPANT'S FULL NAME: _____

SIGNATURE : _____

DATE OF BIRTH : _____

EMAIL (Optional) : _____