

DART THROWING WAIVER AND RELEASE OF LIABILITY

I, THE UNDERSIGNED PARTICIPANT, know and understand that dart throwing is an activity that involves significant risk of personal injury, death, or property damage. I also know and understand that there are additional conditions and risks, which independently, or in combination with these activities, may cause property damage, severe or even fatal injuries to me or others.

I agree and acknowledge that I have made a voluntary choice to participate in these activities at Clubs & Hatchets LLC with the risk that they present. I agree to assume any and all risk of injury or death which might be associated with, or result from, my participation in these activities. I agree to accept all responsibility for the risks, conditions, and hazards which may occur whether they now be known or unknown.

I further agree that I will accept and abide by all the rules and regulations of Clubs & Hatchets, as well as all obligations that may be imposed by any law.

In consideration for participating in the activity on the date as set out below, which consideration is hereby expressly accepted and acknowledged, I HEREBY RELEASE, ACQUIT, AND FOREVER DISCHARGE, WITHOUT QUALIFICATION OR LIMITATION AND HOLD HARMLESS Clubs & Hatchets LLC from any and all claims I may have now and/or in the future against Clubs & Hatchets, from any and all liability from any personal injury, death, and/or property damage, expense, and/or loss I may suffer as a result of participating in the activity due to any cause whatsoever including, but not limited to and without limitation, negligence, and/or breach of statutory or other duties, including my failure to take reasonable steps to safeguard or protect myself from the risks, dangers, and/or hazards for participating in the activity.

SEVERABILITY: If any provision of this document is determined to be invalid for any reason, such invalidity shall not affect the validity of any of the other provisions, which other provisions shall remain in full force and effect as if this document had been executed with the invalid provision eliminated

PHOTOGRAPHS, VIDEOS, AND RECORDINGS: I release all photos taken of me to Clubs & Hatchets LLC. I acknowledge that Clubs & Hatchets LLC will own such "images" and further grant that Clubs & Hatchets LLC permission to copyright, display, publish, distribute, use, modify, print, and reprint such images in any manner whatsoever related to Clubs & Hatchets LLC business, including without limitation, publications, advertisements, brochures, web site images, or other electronic displays, and transmissions, thereof. I further waive any right to inspect or approve the use of the image by Clubs & Hatchets LLC prior to its use. I forever release and hold Clubs & Hatchets 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 and causes of action relating to use of the images, including without limitation, claims for invasion of privacy rights or publicity.

EMAIL ADDRESSES: By providing my email address, I am opting into the emailing list. My email address may be used to contact me but will not be made available to third parties.

LOST/STOLEN ITEMS: Clubs & Hatchets LLC is not responsible for lost or stolen items.

PRIOR TO SIGNING THIS AGREEMENT, I HAVE THE OPPORTUNITY TO ASK ANY QUESTIONS ABOUT THIS AGREEMENT.

I further agree to indemnify and hold harmless Clubs & Hatchets LLC, its affiliates, owners, directors, sponsors, agents, their heirs, successors, and assigns for any claim, demand, losses, or damages arising out of any personal injury or property damage to me or any other person as a result of my participation in these activities.

I have fully read and understand this Agreement and all of its terms. I understand that this acknowledgment and assumption may affect my legal claims for damages in the event of my death or injury to me. Specifically, I understand that by assuming all risks I am agreeing that Clubs & Hatchets LLC shall have no duty toward me. I nevertheless enter into this Agreement freely and voluntarily and agree that it is binding upon me, my heirs, assigns, and legal representatives,

I agree that the terms of this Agreement shall be binding and shall be governed by the laws of Alabama and that the terms of this document shall be admissible in evidence as a binding legal document between me and the persons and entities listed above in this Agreement.

I, THE UNDERSIGNED PARTICIPANT, HEREBY CERTIFY THAT I AM AT LEAST 18 YEARS OLD, THAT I HAVE COMPLETELY READ AND UNDERSTAND THIS AGREEMENT AND ITS TERMS. I, THE UNDERSIGNED PARENT/ GUARDIAN HEREBY CERTIFY THAT I UNDERSTAND THE RISKS FOR ANY MINOR PARTICIPANTS, THAT THE MINOR PARTICIPANT IS AT LEAST 8 YEARS OLD AND THAT I HAVE COMPLETELY READ AND UNDERSTAND THIS AGREEMENT AND TERMS.

I HEREBY ACKNOWLEDGE (1) THAT THIS DOCUMENT IS VALID AND MAY BE ENFORCED IN THE SAME MANNER AS A HAND-SIGNED DOCUMENT THAT EXISTS IN PHYSICAL FORM. I ALSO EXPRESSLY ACKNOWLEDGE THE VALIDITY OF THIS DOCUMENT. I FURTHER AGREE THAT I HAVE KNOWINGLY AND EXPLICITLY WAIVED ANY RIGHT TO CLAIM THIS DOCUMENT IS INVALID OR IS UNENFORCEABLE BASED ON THE FACT THAT I HAVE NOT PUT PEN TO PAPER.

Rules and Regulations

1. Only ONE person throwing darts at a time per lane.
2. Remain entirely behind the throwing line until all darts are thrown.
3. Throw darts to target ONLY, nowhere else.
4. Waivers are required for all participants.
5. Obey the Axe Coaches' commands at all times.
6. No open-toed shoes. No exceptions.
7. Never handle or throw darts until given permission by an Axe Coach.
8. Do not step over the throwing line before the darts hit or misses the target.
9. When the thrower is done, he/she must return the darts to the proper location, and the next thrower is to grab the darts from said location. DO NOT pass the darts to one another.
10. To ensure the safety of you and the other guests, if you seem too intoxicated at any time during play, staff has the right to cut you off from playing and/or drinking with no refund issued. No Exceptions.

Player Signature: _____

Date: _____

Guardian Signature: _____

Date: _____