

PARADISE AXE, LLC

READ BEFORE SIGNING

WARRANTY AND CONSENT; ASSUMPTION OF RISK RELEASE AND WAIVER OF LIABILITY; INDEMNITY AGREEMENT

In consideration of allowing me to participate in activities/programs/classes and functions, related events and competitions, fundraisers, demonstrations and any function held by Paradise Axe, LLC; Paradise Club and Country Store, LLC; Surf City Guns and Ammo, LLC and WATL (World Axe Throwing League)

I agree to you that I will hold harmless any of the above entities, all owners, employees, volunteers and instructors and vendors of and that I am aware of that following:

1. I am familiar with the risk of serious injury and death which any participant in this program must assume and
2. I believe that I am physically, emotionally and mentally able to participate in any program or event and
3. I understand that all applicable rules for participation must be followed, and at all times I am responsible for my personal safety and those within my party/group and
4. I will immediately remove myself from participation, and notify the nearest official, if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that I have experienced any deterioration in my physical; emotional or mental fitness for continued participation in the program/event.
5. I understand that I, being a person of 18 years of age or older, am responsible for the actions of any minors in my group/party and agree to keep them within my observation and under my control at all times.

I understand and agree on behalf of myself, my heirs, assigns, personal representative and next of kin, that my participation in this program and execution of this document constitutes:

1. An unqualified ASSUMPTION OF ALL RISKS associated with participation in this program/event by me if arising from negligence, or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, or the program/event organizer and any personnel associated therewith or participating therein and,
2. A FULL AND FINAL RELEASE and Waiver of Liability of the program organizer and all persons and organizations associated with it and the program/event including without limiting the generality of the foregoing, its owners, officers, directors, officials, agents, employees, other participants, promoters, sponsors, advertisers, volunteers, or lessors of the premises used to conduct the program/event/activity, sanctioning bodies, medical or rescue personnel (the RELEASEES), of and from with the respect to all injury, disability, death or loss or damage to person or property whether arising from the negligence, or negligent rescue of or by the foregoing or otherwise, and
3. An UNDERSTANDING NOT TO SUE THE RELEASEES for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from the participation in this program by me, and
4. An AGREEMENT TO INDEMNIFY, and to SAVE and HOLD HARMLESS the RELEASEES, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them whether the claim is based on the negligence or the gross negligence of the RELEASEES or otherwise.

5. I confirm that PARADISE AXE, LLC and Paradise Club and Country Store, LLC will not be held responsible in the event or any complaint or legal action undertaken against myself as a result of consuming alcohol at the Paradise Axe, LLC and Paradise Club and Country Store, LLC premise (if applicable) _____ initial only. I also confirm that I am of legal age to consume alcoholic beverages (21 years of age or older).
6. In the event Paradise Axe, LLC and Paradise Club and Country Store, LLC, or any organization/fundraiser/event hosts take photographs or videos, I hereby assign full copyright of these photographs and videos to Paradise Axe, LLC and Paradise Club and Country Store, LLC (and the related representatives and assigns) together with the right of reproduction either wholly or in part. Furthermore, I grant Paradise Axe, LLC and Paradise Club and Country Store, LLC, the perpetual and irrevocable and unrestricted right to use and publish video and/or photographs of me (and any minors that I am responsible for), or where I may be included for editorial trade, product and service advertising and such other business purpose in any manner and medium, including advertising with any retouching/alteration without restriction or compensation.

I HAVE READ THIS ENTIRE DOCUMENT AND UNDERSTAND THAT THE RELEASEES ARE RELYING UPON MY WARRANTIES, ASSUMPTIONS, WAIVER AND RELEASE, UNDERTAKINGS AND AGREEMENTS WHEN ACCEPTING MY PARTICIPATION, AND THAT OF ANY MINOR IN MY CARE, IN THIS PROGRAM OR EVENT.

I UNDERSTAND THAT BY SIGNING THE DOCUMENT I GIVE UP ESSENTIAL RIGHTS I WOULD OTHERWISE HAVE.

I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT.

FIRST NAME: _____ **LAST NAME:** _____

DATE: _____ **TIME:** _____

PHONE: _____ **EMAIL:** _____

SIGNATURE: _____

NAME OF ACCOMPANYING MINORS AND AGES:

