

**BEARDED AXE ASSUMPTION OF RISK,
RELEASE OF CLAIMS, AND
INDEMNIFICATION**

THIS DOCUMENT IS A RELEASE AND LIMITS YOUR RIGHT TO RECOVER DAMAGES IN CASE OF DEATH, BODILY INJURY OR PROPERTY DAMAGE, AND ALSO SETS FORTH CERTAIN INDEMNIFICATION OBLIGATIONS. READ IT CAREFULLY BEFORE SIGNING. This document is sometimes referred to hereinafter as the "RELEASE."

RELEASEES: As used in this RELEASE, the term "Bearded Axe, any owners or lessees of real property upon which any Ax Throwing (defined below) is conducted, any owners or operators of any personal property or equipment utilized by Bearded Axe in connection with the Ax Throwing, and any owners, members, managers, subsidiaries, shareholders, officers, directors, employees, advisors, representatives and agents of those listed above.

AX THROWING: As used in this RELEASE, the term "Ax Throwing" means all activities or events conducted by, associated with, sponsored by, or under the direction of, Bearded Axe in connection with entry into any part of Bearded Axe premises whether or not conducted as part of or coincidental to, and including, but not limited to, ax throwing, entry into any area where ax throwing takes place, observing others throwing axes, or otherwise participating in or being involved for any purpose with ax throwing.

ASSUMPTION OF RISK: I acknowledge that Ax Throwing involves many inherent risks as well as risks that may be individual in nature, including, but not limited to, the risk of **PROPERTY DAMAGE, SERIOUS MENTAL OR PHYSICAL INJURY, PERMANENT DISABILITY, LOSS OF LIMBS, PARTIAL OR COMPLETE PARALYSIS, OR DEATH** as a result of: my own negligence and/or the negligence of all others, including the negligence of Bearded Axe; being hit by an ax; cuts or similar injuries; impalement; bounce back; over-throwing; splinters; accidental release of an ax; collision between me and another person, object or barrier; equipment malfunction or failure including without limitation ax breakage; slipping and/or falling; physical exertion; fatigue; stress; exhaustion; heart attack; the unavailability of emergency medical care; and many other inherent and other safety risks which could cause social and economic losses that may not be known or readily foreseeable at this time.

I further recognize, acknowledge, and agree that I am solely responsible for the safety, comfort, and wellbeing of myself and any minor who may accompany me or may participate in Ax Throwing. In consideration of being allowed to participate in any way in the Ax Throwing and/or being permitted to enter into Bearded Axe's premises or any areas where Ax Throwing may take place, I ASSUME ALL RISKS AND RESPONSIBILITY FOR THE SAFETY OF MYSELF AND MY PROPERTY AS WELL AS THE SAFETY OF THE PERSON AND PROPERTY OF ANY MINOR WHO ACCOMPANIES ME. I agree that the use of all services, equipment, and/or facilities of Bearded Axe in connection with such activities are AT MY OWN RISK. To the extent that first aid or medical services are rendered (or not rendered) to me or any minor who accompanies me, I agree that the terms of this RELEASE shall also apply.

RELEASE OF CLAIMS: I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE each and all of the Bearded Axe from all liability to myself, any minor who accompanies me, my personal representative or estate, assigns, heirs and next of kin, and the personal representative of any minor who accompanies me or such minor's estate, assigns, heirs and next of kin, for any and all loss or damage and any claims and/or demands on account of injury, death, or damage to me, any minor who accompanies me, and any of my or such minor's personal possessions. I HEREBY WARRANT AND REPRESENT THAT I AM OF LAWFUL AGE AND LEGALLY COMPETENT TO SIGN THIS RELEASE ON BEHALF OF MYSELF AND ANY MINOR LISTED BELOW; that I have read this RELEASE and understand that the terms of this RELEASE are contractual and shall be binding on any personal representative or estate, assigns, heirs and next of kin; and that I have signed this RELEASE as my own free act. I further warrant and represent that I shall comply with all policies and obey all rules of Bearded Axe, including those outlined herein. I also agree that if I or any minor who accompanies me am asked by Bearded Axe to (i) discontinue my participation, or the participation of any minor who accompanies me, in the Ax Throwing or (ii) leave the area in which the Ax Throwing is being conducted, I will do so immediately or will immediately cause such minor to do so, as the case may be, and I will not hold Bearded Axe liable for any expense incurred by me or such minor in doing so.

INDEMNIFICATION. In addition to and without limiting anything contained herein, I hereby agree to indemnify each and all of the Bearded Axe against, and agree to protect, save and hold harmless Bearded Axe from, any and all liabilities, obligations, losses, damages, claims, expenses (including court costs and attorneys' fees) and any other costs associated with or arising from any claim or claims made by me or on my behalf (or by any minor who accompanies me or on behalf of such minor) with respect to Ax Throwing and/or participation in Ax Throwing or the terms, conditions, or enforcement of the terms of this RELEASE.

GOVERNING LAW/ ENFORCEABILITY. This RELEASE shall in all respects be governed by, and construed in accordance with, the law of the State of Idaho without regard to its choice of law provisions. Each party hereto submits to the exclusive personal jurisdiction of the Idaho state courts located in Twin Falls County, Idaho for all issues regarding this RELEASE and the terms and conditions hereof. Any provision of this RELEASE that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The undersigned acknowledges that it is his or her intention to provide a release of claims to the Bearded Axe to the fullest extent permitted by law. To the degree that a court determines that any provision of this RELEASE is partly or wholly unenforceable, such provision shall be rewritten by the court or other tribunal interpreting the same such that it becomes enforceable and most closely approximates the intent of the parties.

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS "ASSUMPTION OF RISK, RELEASE OF CLAIMS, AND INDEMNIFICATION" BY CAREFULLY READING IT BEFORE SIGNING BELOW.

In the event that a minor child for whom I am responsible shall participate in Ax Throwing and such minor is not accompanied by me, I hereby agree that the terms, conditions and provisions of this RELEASE shall apply to me and such minor to the same extent as if I had accompanied such minor.

Name of Participant (Please Print)

Signature of Participant (Parent or Guardian, if Participant is under 18 years)

Date
