

Last Name: _____ First Name: _____ Date: ____/____/20____



Axe Throwing Agreement & Liability Waiver

**Warning! You're Throwing Sharp, Pointy, Deadly Things ...
If You Haven't Figured It Out Yet Throwing Axes is Hazardous to Your Health,
And Alcohol Consumption While Axe Throwing Increases Risk.
Serious Injury and/or Death Can Occur... PLEASE READ CAREFULLY!**

Release of liability, waiver of claims, assumption of risks and indemnity agreement. By initializing and/or signing this document you are waiving certain legal rights, including the right to sue.

I, _____ (the undersigned) wish to participate in Grubby's Hatchet House LLC Located in Eaton, Colorado at my own risk. I am aware that the activity is HAZARDOUS, physically strenuous and involves certain risks. Those risks include but are not limited to; the risk of property damage, minor injury, serious injury, paralysis, permanent disability, loss of limbs resulting from my negligence and/or others, malfunction of the equipment and injuries resulting from the throwing instruments (axes, knives, stars, etc.), facility setup (game targets and dividers) and/or other participants not using proper safety procedures. In addition, I recognize that throwing axes could result in permanent injury or death.

I understand that alcohol increases inerrant risk of injury to myself and others. I also hereby agree not to participate in Grubby's Hatchet House LLC if under the influence of drugs and/or alcohol prior to entering this agreement. Alcohol may be purchased at Grubby's Hatchet House LLC, but is limited to Three (3) drinks per participant. Participants showing over intoxication may be limited in alcohol use at the discretion of Grubby's Hatchet House LLC employees.

I also understand that there is an inherent risk of injury to myself and others from these factors, from the equipment, building and targets, and from other players and even though the activity is supervised by Grubby's Hatchet House personnel that I am solely responsible for the safety, and well being of myself and persons in my care.

Despite these and other risks, and with full understanding of such risks, I wish to participate in the axe throwing and hereby assume the risks. I hereby hold Grubby's Hatchet House LLC (Operator) harmless and indemnify them against any or all claims, action suits, procedures, cost expenses (including attorney's fees and expenses), damages and liabilities arising out of, connected with, or resulting from axe throwing. Including without limitation, those resulting from the manufacture, selection delivery, possession, use or operation of such equipment.

I understand that it is recommended that I have accidental medical coverage and agree that if I do not have accidental medical coverage, I will be financially responsible for any and all charges and fees incurred in the rendering of said treatment.

In case of an injury, I authorize the staff of Grubby's Hatchet House LLC to render first aid and I hereby authorize the Grubby's Hatchet House LLC staff to act for me in case of an emergency. I also waive and release the Grubby's Hatchet House LLC from any and all liability for any and all injuries and illness that occur while participating in axe throwing.

I agree to obey the Safety Instructions and Rules and to further use the equipment so as not to injure myself or others. I agree that my right to participate in axe throwing and use of equipment may be terminated without refund if I fail to follow such Safety Instructions and Rules.

I accept full responsibility for return of all equipment in good condition or to pay replacement cost upon termination of the game.

I, on behalf of myself, my estate, heirs, executors, administrators and assigns do hereby indemnify the owners of Grubby'z Hatchet House LLC, their suppliers, their landlord and associated building, and their respective agents, officers and employees from any and all claims, actions, lawsuits, procedures, costs, expenses, damages and/or liabilities whatsoever connected with, or resulting from axe throwing or spectating and from the use of equipment or premises whether resulting from the negligence of any party or otherwise. I further agree to indemnify the same said parties against any and all liabilities that may arise between myself and a third party.

I have read and fully understand this "Axe Throwing Agreement and Liability Waiver" and recognize that it is a legally binding contract. If I have any doubts concerning any aspect of its content, I will not participate until I obtain legal advice. I certify that I am at least 18 years of age (Minors 14 and up see below) and in good health and do not suffer from any heart condition or other ailments/conditions which could be exacerbated by the exertion involved in axe throwing and that I further intend to be bound by this agreement. Initials: _____

Photo & Video Release: I hereby irrevocably grant Grubby'z Hatchet House LLC, its successors and partners the right to record my likeness and/or voice on tape, film or digital media. I also allow them to edit such tape, film, or digital media at their discretion and to incorporate the same into video, TV, radio, web or print advertisement, or video for Grubby'z Hatchet House LLC promotions without payment of fees.

Participant's Information:

First Name: _____ Last Name: _____ Age: _____

Address: _____ City: _____ Zip Code: _____

Home Phone: _____ Mobile Phone: _____

E-Mail Address: _____

Signature: _____ Date: ____/____/____

FOR PARTICIPANTS OF MINORITY AGE

(Ages 14-18 at the time of registration)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the releases, and for myself, my heirs, assigns, and next of kin. I release and agree to indemnify and hold harmless Grubby'z Hatchet House LLC from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.

Please ensure the child's name is entered above as a "Participant."

I declare I am the legal parent/guardian of this minor child. Initials: _____

Legal Parent/Guardian's Name:

First Name: _____ Last Name: _____

Signature: _____ Date: ____/____/____

Please Note: Waivers are kept on file and contract remains valid until written notice is received to terminate such agreement.