



LUCKY GOOSE GRILL & BAR, LLC LIABILITY WAIVER

NAME: _____ PHONE: _____

ADDRESS: _____

EMAIL: _____

Lucky Goose has an axe/knife-throwing attraction that allows customers to participate in axe and knife throwing games.

Definition – Participant: Any customer or guest in or around Lucky Goose Grill and Bar's premises in or around the axe/knife throwing area, including minors, and including guests who do not actually throw any axes and/or knives.

Inherent Risks – As with all activities, there are inherent risks of injury at Lucky Goose Grill & Bar, LLC. Inherent risks are those risks that cannot be eliminated without changing the nature of the activity.

Some risks include, but are not limited to:

- General facility risks – slips, falls, or trips due to uneven flooring, wet or slippery surfaces, or items left on the floor; falling target and/or construction components.
- Human error risks – erratic or negligent actions; failure to follow instructions, inadvertent inattentiveness, incorrect throwing or playing techniques, errors in judgment, failure to adequately train participants, judgment errors in emergency care, and inadequate emergency training of personnel.
- Axe and/or knife throwing risks – being hit by an axe and/or knife – thrown or held – due to participant or staff inattentiveness, neglect, failure to follow instructions, incorrect throwing or playing techniques, errors in judgment, inadequate training, or purposeful or accidental assault and battery by a participant.
- Types of Injury – all Participants must understand three categories of injuries that may occur as a result of these inherent risks. The most common are minor injuries, which include, but are not limited to, hand injuries (splinters, calluses, skin tears, pinches, punctures, and cuts), bruises and scrapes, and muscle strains. Major injuries include, but are not limited to, broken bones, joint/ligament/tendon injuries, internal injuries, concussions, back injuries, and eye injuries. Catastrophic injuries, though very rare, include, but are not limited to: loss of vision or hearing, permanent disabilities, heart attack, stroke, paralysis, or death.

Assumption of Inherent Risks: The signer acknowledges that he/she has read the above warning regarding the nature of activities at Lucky Goose Grill & Bar, LLC and their associated risks. The Participant affirms that (1) he/she understands the demands of axe throwing at Lucky Goose Grill & Bar, LLC relative to his/her skill level and health condition; (2) he/she understands the types of injuries that may occur as a result of Lucky Goose Grill & Bar, LLC's activities and is not relying on Lucky Goose Grill & Bar, LLC to list all of the potential associated risks; (3) he/she understands the potential impacts of the risks on his/her well-being, lifestyle, and potential future careers. Participant hereby asserts that his/her participation is voluntary and that he/she knowingly assumes all inherent risks, both known and unknown.

Waiver of Liability for Negligence: In consideration of permission for the Participant to use the Lucky Goose Grill & Bar, LLC facility and services and participate in Lucky Goose Grill & Bar, LLC activities, today and on all future dates, the Participant, on behalf of himself/herself, and their spouse, heirs, personal representatives, assigns, or others making a claim on behalf of Participant, do hereby release, waive, discharge, and covenant not to sue Lucky Goose Grill & Bar, LLC, its owners, directors, officers, employees, members, lessors, lessees, volunteers, independent contractors, equipment providers, and agents, (hereafter referred to, collectively, as "Protected Parties") from liability from any and all claims arising from (1) the NEGLIGENCE of Lucky Goose Grill & Bar, LLC or other Protected Parties, and (2) the presence of Participant on the premises of Lucky Goose Grill & Bar, LLC. This Assumption of Risk and Waiver of Liability also applies to, but is not limited to, any/all claims resulting from the damage to, loss of, or theft of property. Participant releases Lucky Goose Grill & Bar, LLC from any claims and rights that Participant has 1) now against Lucky Goose Grill & Bar, LLC and/or 2) may have in the future against Lucky Goose Grill & Bar, LLC.

Clarifying Clauses:

- I understand that if, in spite of the above clause, legal action is brought, it must be brought before the appropriate trial court in Bowman County, North Dakota. The state of North Dakota has the sole and exclusive jurisdiction and that only the substantive laws of the state of North Dakota shall apply.
- I give Lucky Goose Grill & Bar, LLC authority to secure help and/or administer emergency first aid, when deemed necessary and give Lucky Goose Grill & Bar, LLC authority to secure emergency medical care/transportation, and I agree to assume all costs of care and transportation.
- By signing this waiver, I authorize Lucky Goose Grill & Bar, LLC to send text messages to my cell phone or the phone number I indicated on this waiver. I understand that text messaging rates may apply to any messages received from

Lucky Goose Grill & Bar, LLC. I also understand that I or Lucky Goose Grill & Bar, LLC may revoke this permission in writing at any time. I agree not to hold Lucky Goose Grill & Bar, LLC liable for any electronic messaging charges or fees generated by this service.

- I will inform Lucky Goose Grill & Bar, LLC of any injury (even minor injuries) prior to leaving the Lucky Goose Grill & Bar, LLC premises.
- Media Release: Lucky Goose Grill & Bar, LLC has my permission to use any photographs, images, or likenesses taken of the Participant in its marketing brochures, ads, videos, website, or other media.
- I agree to obey all rules and alert the staff to any rule violations or dangerous behavior of co-participants.
- I understand I am to cease activity immediately and inform staff if I feel any unusual discomfort or serious injury.
- I agree to obey all posted signs and stay out of prohibited areas.
- I acknowledge that Lucky Goose Grill & Bar, LLC has authority to end my participation without refund if my participation presents a danger to myself and/or others or if I fail to follow rules or procedures.
- I am fully and personally responsible for my own safety and actions while and during my participation and I recognize that I may be in any case be at risk of contracting COVID-19.
- With full knowledge of the risks involved, I hereby release, waive, discharge the Organization, its board, officers, independent contractors, affiliates, employees, representatives, successors, and assigns from any and all liabilities, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, injury, or death, that may be sustained by me related to COVID-19 while participating in any activity while in, on, or around the premises or while using the facilities that may lead to unintentional exposure or harm due to COVID-19.

_____ I agree to indemnify, defend, and hold harmless the Organization from and against any and all costs, expenses, damages, lawsuits, and/or liabilities or claims arising

whether directly or indirectly from or related to any and all claims made by or against any of the released party due to injury, loss, or death from or related to COVID-19.

_____ In the event that the release and hold harmless as contained herein is held unenforceable for any reason, Participant agrees to a limit on any damages claimed by Participant to the total paid to Lucky Goose Grill & Bar, LLC for the activity.

_____ Participant agrees to pay the full repair cost, including labor, for all damages to equipment.

SAFETY/RULES

- Common sense and situational awareness are key while visiting our facility. These are sharp axes and knives that will cut you if not handled properly. Please listen to your coach at all times and heed any advice or warnings they may have throughout your session.
- You will see a safety line on the floor in the lane(s) you will be playing in. When throwing the axe or knives you are not to go beyond this line unless directed to by a coach. Do not go past this line to retrieve your axe until it has come to a complete stop either in the wood or on the ground below.
- Do not pass axes or knives between each other. When you are finished throwing, please place your axe or knife on the floor in front of the line **blade facing downrange towards the target (this is VERY important)**. The next player can then come into the lane to throw, return to the floor position, and so on.
- No trick shots are allowed. No throwing two axes or knives at once, no throwing one axe or knife followed by the other without retrieving the first from downrange (when more than 2 are available).
- Axes and knives are to be kept inside of the cage in their designated lanes at all times.
- All drinks and food are to stay outside of the cage at all times.

_____ I have read and agree to follow all of the above safety terms and rules.

I, _____, HAVE READ THIS ASSUMPTION OF RISK AND WAIVER OF LIABILITY AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS THAT MIGHT BELONG TO ME.

DATE

SIGNATURE

***This form only had to be completed once, and will be kept on file**