



RELEASE OF LIABILITY, WAIVER & ASSUMPTION OF RISK

I desire to participate in the "Activity", which includes but is not limited to knives, axe-throwing and the throwing of axe-type implements, which has been organized by Anvil Axe Co, or its agents, owners, employees, or representatives (hereinafter collectively the "Business").

In consideration for being allowed to participate in the Activity, which consideration is hereby expressly accepted and acknowledged, on behalf of myself, my representatives, heirs, agents, administrators, trustees, executors, assigns, successors and on behalf of any party or parties who claim a right or interest through me (hereinafter, collectively the "Participant"), **I HEREBY RELEASE, ACQUIT, AND FOREVER DISCHARGE, WITHOUT QUALIFICATION OR LIMITATION the Business from any and all claims I may now and/or in the future may have against the Business, and from any and all liability for any personal injury, death and/or property damage, expense, and/or loss sustained by Participant as a result of my participation in the Activity AND/or the negligence of the business, including but not limited to the failure to take reasonable steps to safeguard or protect me from the risk, dangers, and/or hazards of participating in the Activity, and/or breach of statutory or other duty, including duties arising from occupier's liability legislation. this release does not include the intentional torts of the business.**

THE PARTICIPANT ACKNOWLEDGES AND ACCEPTS that the Activity is inherently risky and dangerous, and there is the possibility of personal injury, death, property damage and/or loss resulting therefrom.

THE PARTICIPANT AGREES AND UNDERSTANDS that in order to participate in the Activity on the date set out below, he/she must agree to be bound by the terms of this Release of Liability, Waiver and Assumption of Risk.

THE PARTICIPANT AGREES that Participant will be fully responsible for all costs and expenses that may be incurred in providing any special services to him/her, outside of regular services agreed to or provided by the Business in connection with the Activity, and without limiting the generality of the foregoing, agrees to be responsible for, and to pay for any and all costs relating to special travel, medical attention, or other special outlay for Participant personally, and to reimburse the Business for all costs of these services as may be incurred by them for Participant's benefit or at Participant's request.

THE PARTICIPANT HEREBY confirms that by executing this agreement, Participant is representing that Participant is of the full age of majority and that Participant has read, and understands, this agreement. The Participant acknowledges that Participant is not under the



influence of any substances (including alcohol), illicit drugs, or prescription drugs, which may affect or impair Participant's motor skills, judgment, or general ability to think clearly.

IT IS AGREED AND UNDERSTOOD that if the Participant commences such an action, or takes such proceedings, and the Business is added to such proceeding in any manner whatsoever, whether justified in law or not, the Participant will immediately discontinue the proceedings and/or claims, and the Participant will be jointly and severally liable to the Business for the legal costs incurred in any such proceeding, on an indemnity basis. This Release of Liability, Waiver, and Assumption of Risk shall operate conclusively as a waiver, estoppel and defense in the event of any claim, action, complaint or proceeding which might be brought in the future by the Participant with respect to the matters covered by this Release of Liability, Waiver, and Assumption of Risk. This Release of Liability, Waiver, and Assumption of Risk may be pleaded in the event any such claim, action, complaint or proceeding is brought, as a complete defense and reply, and may be relied upon in any proceeding to dismiss the claim, action, complaint or proceed on a summary basis and no objection will be raised by the Participant in any subsequent action that any other parties in the subsequent action were not privy to formation of this Release.

THE PARTICIPANT ACKNOWLEDGES that this Release of Liability, Waiver, and Assumption of Risk contains the entire agreement between the parties hereto, that the terms of this Release of Liability, Waiver, and Assumption of Risk are contractual, are not a mere recital, and any breach of these terms may be enforced against the Participant, and may give rise to a damage claim against the Participant enforceable by a further legal proceeding. The Participant further acknowledges that the Business has not made any oral, written or visual representations or statements that are not otherwise reflected in this Agreement.

THE PARTICIPANT HEREBY AGREES that this Release of Liability, Waiver, and Assumption of Risk will be governed by the Laws of the State of Missouri and that any dispute arising from this Release of Liability, Waiver, and Assumption of Risk will be adjudicated in the State of Missouri, and the Participant hereby agrees to the exclusive jurisdiction of the Circuit Courts of Jasper or Newton County for this purpose.

PHOTOGRAPHS, VIDEOS AND RECORDINGS

I hereby grant Anvil Axe Co, its agents, owners, employees, or representatives (collectively) non-revocable permission to capture my image and likeness in photographs, videotapes, recordings, or any other media (collectively "images"). I acknowledge that Anvil Axe Co will own such images and further grant Anvil Axe Co permission to copyright, display, publish, distribute, use, modify, print and reprint such images in any manner whatsoever related to Anvil Axe Co 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 Anvil Axe Co prior to its use. I forever release and hold Anvil Axe Co 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.

I accept Anvil Axe Co taking pictures or videos of me and publishing on any media source for advertising.

Print Name _____ Email _____

Sign _____ Date _____

Name	Email	Phone
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