



**AC Axe  
and Pub**  
@steel pier

## ASSUMPTION OF RISK, WAIVER, AND COMPLETE RELEASE

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
(Please Print)

Address: \_\_\_\_\_  
(Street Address, City, State, Zip)

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**THIS IS A COMPLETE RELEASE AND WAIVER OF LEGAL RIGHTS. THIS AGREEMENT SIGNIFICANTLY IMPACTS THE LEGAL RIGHTS OF YOU AND OTHERS. READ THIS ENTIRE AGREEMENT AND MAKE SURE YOU UNDERSTAND IT BEFORE SIGNING.**

**IF YOU HAVE ANY QUESTIONS, CONSULT AN ATTORNEY.**

YOU MUST READ AND CONFIRM THAT YOU HAVE READ EACH PARAGRAPH BY CHECKING THE BOX AT THE END OF EACH PARAGRAPH.

In consideration of permission to participate in and/or watch the activities, **today and on all future dates**, the property, facilities and events of Buttons and Hatchet, LLC (“Hatchet”), Atlantic Pier Amusements, Inc. (“APA”), Steel Pier Ocean Café (“SPOC”), Steel Pier Associates, LLC (SPA) and Steel Pier, I, the undersigned, as a competent adult of at least 21 years of age, hereby expressly AGREE:

1. THAT axe throwing and the observation as a spectator of axe throwing is an entirely voluntary, participation activity, and I am fully aware of the risks and hazards involved in and/or arising from my participation in, use of, and/or presence upon the axe throwing area and adjacent areas. I HEREBY ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM MY USE OF OR PRESENCE IN THE AREA, including, without limitation but not limited to, the risks of bodily injury, disability, or death resulting from participating in and/or observing axe throwing activities, and/or the negligent, reckless, or deliberate act of another entity, person or persons;

2. THAT I fully understand and appreciate that axes (of any and all sizes) are dangerous objects. I fully understand and appreciate the dangers, hazards, and risks inherent in axe throwing and the inherent risks associated with the use and misuse of axes. I fully understand that there are significant risks surrounding axe throwing and observing axe throwing as a spectator that, no matter how careful everyone involved is, cannot be avoided or prevented;

3. THAT I acknowledge and understand that I will be voluntarily engaging in activities that involve axes, which may result in serious injury, scarring, loss of significant bodily function, permanent disability, or death, and may cause severe social or economic losses due to not only my own actions, inaction, or negligence, but also due to the actions, inaction, or negligence of others, or conditions of the premises or of any equipment used. Further, I acknowledge that there may be other risks not known to me and/or not reasonably foreseeable at this time;

4. THAT I am physically, mentally, and emotionally able to responsibly participate in axe throwing. I will immediately remove myself from the area, and notify the nearest staff member, if at any time I sense or observe any unsafe condition, or if I feel that I have (or any other participant or spectator has) experienced any deterioration in the physical, mental, or emotional fitness for participation;

5. THAT I understand that drinking alcohol is not a requirement of the axe throwing area or activities. If I do consume alcohol in the area, I agree that I am over 21 years of age, and I do so of my own choice and volition and agree to drink responsibly;

6. THAT I assume the risks associated with alcohol consumption and take full responsibility for my own actions, safety and welfare;

7. THAT I AGREE TO RELEASE HATCHET, APA, SPOC, SPA and STEEL PIER, and all of their successors, assigns, affiliates, officers, directors, employees, insurers, heirs, sponsors, and agents (collectively referred to as “Releasees”) from, and AGREE NOT TO SUE ANY OR ALL OF THEM, on account of or in connection with any claims, causes of action, injuries, damages, costs, or expenses arising out of my



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use of or presence upon the area, including, but not limited to, claims for bodily injury and/or death, whether or not caused by the negligence, gross negligence, recklessness, or other fault of Releasees;

8. THAT I agree to exercise ordinary and reasonable care at all times, and to not imbibe alcohol to the extent that my judgment is impaired. I understand the potential risks associated with the consumption of alcohol and acknowledge that I do not have or am not aware of any medial condition(s) that would prevent me from consuming alcohol or would result in any injury or damage as a result of alcohol consumption. I acknowledge and agree that Releasees shall not be responsible or liable for any accident, injury, death, loss, or damage caused by my impaired judgment or negligence;

9. THAT I agree and understand that the staff and/or owners of Releasees reserve the right to refuse entry or cancel any or all axe throwing activities at any time for any reason;

10. THAT I AGREEE TO WAIVE the protection afforded by any statute or law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing the release;

11. THAT this Agreement shall be interpreted according to the laws of the State of New Jersey and that any lawsuit arising from my participation in or presence at the premises brought by me, my heirs, administrators, executors, assigns and legal representatives shall be brought ONLY in the SUPERIOR COURT OF NEW JERSEY, ATLANTIC COUNTY, NEW JERSEY;

12. THAT THIS AGREEMENT IN ITS ENTIRETY shall be binding upon me, my heirs, administrators, executors, assigns and legal representatives;

13. THAT IF I IGNORE THIS AGREEMENT AND FILE SUIT, I WILL BE HELD RESPONSIBLE FOR ALL ATTORNEYS FEES AND COSTS INCURRED BY Releasees. THAT IF MY HEIRS, ADMINISTRATORS, EXECUTORS, ASSIGNS AND/OR LEGAL REPRESENTATIVES IGNORE THIS AGREEMENT AND FILE SUIT, I, MY ESTATE AND/OR THEY WILL BE HELD RESPONSIBLE FOR ALL ATTORNEYS FEES AND COSTS INCURRED BY Releasees. THAT I AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS Releasees IN ANY AND ALL CLAIMS AND/OR LAWSUITS RELATING IN ANY WAY TO MY PARTICIPATION AND/OR OBSERVATION OF AXE THROWING ON THE PREMISES;

14. THAT if any portion(s) of this Agreement is held invalid, unenforceable, or unconscionable, this will not affect the validity or enforceability of the remainder of this Agreement and it shall be enforced to the fullest extent of the law;

15. THAT I am not required for any reason to participate in or observe axe throwing on the Releasees' premises, and that there are other axe throwing facilities that I could choose to go to instead of this one if I do not want to enter into this agreement.

In signing this agreement, I am not relying on any oral or written representation or statements, other than what is stated in this agreement.

**I HAVE READ AND UNDERSTAND THIS AGREEMENT. I UNDERSTAND THAT BY MAKING AND SIGNING THIS AGREEMENT, I GIVE UP VALUABLE RIGHTS, INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SUE.**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PARTICIPANT/SPECTATOR SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WITNESS SIGNATURE

\_\_\_\_\_  
PRINT WITNESS NAME