

## RELEASE OF LIABILITY, WAIVER, AND ASSUMPTION OF RISK

### 1. VOLUNTARY WAIVER AND RELEASE

This Release of Liability, Waiver, and Assumption of Risk ("Release") is hereby executed by the undersigned, **OR IF THE UNDERSIGNED IS UNDER THE AGE OF 18 YEARS, THEN THE UNDERSIGNED'S PARENT OR LEGAL GUARDIAN** (together with any heir, successor, representative or assign, and on behalf of any party or parties who claim a right or interest through undersigned collectively as "Participant") in favor and for the sole and exclusive benefit of **TA GROUP LLC**, its directors, owners, employees, volunteers, and facilities and the owners and lessors thereof, **AVENUE AXE**, its directors, owners, employees, volunteers, and facilities and the owners and lessors thereof, hereinafter referred to as or collectively as "Released Parties."

Participant seeks to participate in **RECREATIONAL AXE-THROWING** (the "Activity") on the date as set out below, which has been organized by Released Parties.

Participant hereby certifies, warrants, represents, agrees and covenants to Released Parties, that he/she is:

- (1) FREE OF ANY MENTAL OR PHYSICAL CONDITION, AILMENT OR INJURY (MEDICAL OR OTHERWISE) WHICH WOULD, IN AND OF ITSELF OR IN CONJUNCTION WITH ANY OTHER CIRCUMSTANCE, INCLUDING BUT NOT LIMITED TO THOSE ACTIVITIES ASSOCIATED WITH THE ACTIVITY, (i) IMPAIR, PREVENT OR PROHIBIT PARTICIPANT FROM ENGAGING IN SUCH ACTIVITY OR (ii) BE AFFECTED, AGGRAVATED OR WORSEN IN ANY WAY AS A RESULT, DIRECTLY OR INDIRECTLY, OF PARTICIPANT'S INVOLVEMENT IN SUCH ACTIVITY;
- (2) OF SOUND MIND AND BODY AND NOT UNDER THE INFLUENCE OF ALCOHOL OR ANY ILLICIT OR PRESCRIPTION DRUG OR MEDICATION WHICH MAY IN ANY WAY IMPAIR PARTICIPANT'S ABILITY TO ENTER INTO THIS RELEASE, FULLY UNDERSTAND THE RESPECTIVE INTENT AND MEANING OF ALL OF THE TERMS AND PROVISIONS HEREOF AND TO PARTICIPATE IN THE ACTIVITY;
- (3) ENTERING INTO THIS RELEASE VOLUNTARILY, BY PARTICIPANT'S OWN FREE WILL, ACT AND DEED, WITHOUT ANY UNDUE INFLUENCE FROM THE RELEASED PARTIES OR ANY OTHER THIRD PARTY.

In consideration for being allowed to participate in the Activity on the date as set out below, which consideration is hereby expressly accepted and acknowledged, on behalf of Participant, **PARTICIPANT HEREBY RELEASES, ACQUITS, AND FOREVER DISCHARGES, WITHOUT QUALIFICATION OR LIMITATION** the Released Parties from any and all claims Participant may now and/or in the future may have against the Released Parties, 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 Participant's participation in the Activity due to any cause whatsoever, including but not limited to and without limitation, negligence, gross negligence, willful misconduct, including the failure to take reasonable steps to safeguard or protect Participant 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.

### 2. ASSUMPTION OF RISK

**PARTICIPANT HEREBY ASSUMES ALL OF THE RISKS OF PARTICIPATING IN THE ACTIVITY. PARTICIPANT AGREES THAT PARTICIPANT DERIVES A MATERIAL BENEFIT FROM THE ACTIVITY AND/OR PARTICIPANT'S INVOLVEMENT THEREIN. BY EXECUTION OF THIS RELEASE, PARTICIPANT AGREES, ACKNOWLEDGES AND ACCEPTS THAT THE ACTIVITY IS INHERENTLY RISKY AND DANGEROUS, AND EXPOSES THE PARTICIPANT TO THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND/OR LOSS RESULTING THEREFROM. INCLUDING BY WAY OF EXAMPLE AND NOT LIMITATION, RISKS MAY ARISE OUT OF CONTACT AND/OR PARTICIPATION WITH OTHER PARTICIPANTS, EQUIPMENT AND OTHER MISHAPS. RISKS MAY BE CAUSED BY DANGEROUS OR DEFECTIVE EQUIPMENT OR PROPERTY OWNED, MAINTAINED, OR CONTROLLED BY RELEASED PARTIES. RISKS MAY BE CAUSED BY THE PARTICIPANT'S OWN ACTIONS, OR INACTION, THE ACTIONS OR INACTION OF OTHERS PARTICIPANTS, THE CONDITION OF THE FACILITIES IN WHICH THE ACTIVITY TAKES PLACE, AND/OR THE NEGLIGENCE OF THE RELEASED PARTIES. SOME RISKS CANNOT BE PREDICTED OR CONTROLLED. THERE MAY BE OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES EITHER NOT KNOWN TO PARTICIPANT OR NOT READILY FORESEEABLE AT THIS TIME. FURTHERMORE, PARTICIPANT EXPRESSLY AND UNCONDITIONALLY ASSUMES ALL**

**RISKS AND DANGERS KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, AND RELATING OR INCIDENTAL TO PARTICIPANT'S INVOLVEMENT IN THE ACTIVITY AND ANY ACTIVITY ASSOCIATED THEREWITH.**

**3. INDEMNIFICATION**

IT IS AGREED AND UNDERSTOOD that if the Participant, or any other person makes a claim on the Participant's behalf against any of the Released Parties, commences an action or claim, and the Released Parties are added to such action or claim in any manner whatsoever, whether justified in law or not, the Participant will immediately discontinue the actions and/or claims, and the Participant will be jointly and severally liable to the Released Parties for the legal costs incurred in any such proceeding, on a substantial indemnity basis. This Release shall operate conclusively as an estoppel 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. This Release 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 proceeding on a summary basis and no objection will be raised by the Participant in any subsequent action that the other parties in the subsequent action were not privy to formation of this Release. **THE PARTICIPANT WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FROM ANY LIABILITY, LITIGATION EXPENSES, ATTORNEY FEES, LOSSES, DAMAGES OR COSTS ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM, WHETHER ASSERTED BY THE UNDERSIGNED, THE PARTICIPANT, OR ANOTHER PERSON.**

**4. IMAGE RELEASE**

Participant further agrees that the Released Parties shall have the right to record, broadcast and otherwise exploit in any and all media throughout the world Participant's activity/performance in the Activity and to use Participant's name, likeness, voice and biographical information in connection therewith.

**5. COMPLETE AGREEMENT**

THE PARTICIPANT ACKNOWLEDGES that this Release contains the entire agreement between the parties hereto, that the terms of this Release 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 Released Parties have not made any oral, written or visual representations or statements that are not otherwise reflected in this Release.

If any provision of this Release shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof and this Release shall be construed as if such invalid or unenforceable provision were omitted.

**6. GOVERNING LAW**

The validity, interpretation, construction and enforcement of this Release shall be governed and controlled by the laws of the State of Texas, without regard to that State's rules with respect to choice-of-law. Venue for any dispute arising out of this Release shall be in Jefferson County, Texas.

**THE WAIVER AND RELEASE GRANTED BY PARTICIPANT HEREUNDER IS LEGALLY BINDING AND SHALL BE CONSIDERED IRREVOCABLE. PARTICIPANT AGREES THAT THE RELEASED PARTIES MAY RELY UPON THIS RELEASE TO THE FULLEST EXTENT PERMISSIBLE AT LAW OR IN EQUITY.**

<b>Name:</b>		<b>Date of Birth:</b>	
<b>Address:</b>			
<b>City:</b>		<b>State:</b>	
		<b>Zip:</b>	
<b>E-Mail Address:</b>			
<b>Home Ph:</b>		<b>Work Ph:</b>	
		<b>Cell Ph:</b>	
<b>Signature:</b>			