



Red Hat Enterprises, Inc. ("Gone Axe Throwing") is an axe-throwing facility that allows customers to participate in axe throwing games.

**Participant:** Any customer or guest on Gone Axe Throwing's premises, including minors, and including guests who do not actually throw any axes.

**Inherent Risks:** As with all activities, there are inherent risks of injury at Gone Axe Throwing. 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 pavement or flooring, wet, icy, 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 throwing risks: being hit by an axe – 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 Gone Axe Throwing and their associated risks. The Participant affirms that (1) he/she understands the demands of axe throwing at Gone Axe Throwing relative to his/her skill level and health condition; (2) he/she understands the types of injuries that may occur as a result of Gone Axe Throwing's activities and is not relying on Gone Axe Throwing 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 Gone Axe Throwing facility and services and participate in Gone Axe Throwing's 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 Gone Axe Throwing, 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 Gone Axe Throwing or other Protected Parties, and (2) the presence of Participant on the premises of Gone Axe Throwing. 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 Gone Axe Throwing from any claims and rights that Participant has 1) now against Gone Axe Throwing and/or 2) may have in the future against Gone Axe Throwing.

Additionally:

- I give Gone Axe Throwing authority to secure help and/or administer emergency first aid, when deemed necessary and give Gone Axe Throwing authority to secure emergency medical care/transportation and I agree to assume all costs of care and transportation.
- I will inform Gone Axe Throwing of any injury (even minor injuries) prior to leaving the Gone Axe Throwing facility.
- **Media Release:** Gone Axe Throwing 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 Gone Axe Throwing 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.

ACKNOWLEDGEMENT OF UNDERSTANDING: I, THE PARTICIPANT, 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.

	<b>Print Name</b>	<b>Signature (Parent/Guardian Signature -if participant is under the age of 18)</b>	<b>Date Of Birth</b>
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*For Office Use Only*  
Date:

Time:

Lane: