

**PNW AXE, LLC**

**ASSUMPTION OF RISK, LIABILITY RELEASE, HOLD HARMLESS AND INDEMNITY, AND RECORDING AGREEMENT (“Agreement”)**

**BY SIGNING THIS AGREEMENT YOU WILL WAIVE AND GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT AND INJURY OF ANY KIND. PLEASE READ CAREFULLY!**

**Released Parties:** PNW AXE, LLC; its owners, operators and occupiers of the premises where the PNW AXE, LLC operates its activities, associated companies, respective owners, directors, officers, employees, agents, representatives, instructors, contractors, subcontractors, sponsors, successors and assigns.

**Acknowledgment and Assumption of Risk:** I understand that my participation in axe throwing must be done only when supervised by an employee or contractor of PNW AXE, LLC. Although I will be supervised, I am aware that supervising employees and contractors of PNW AXE, LLC cannot predict or account for all actions taken by participants. I am aware that axe throwing is inherently dangerous and participating in such services and activities involve many risks, dangers and hazards which may result in serious injury or death including but not limited to improper use of equipment, equipment failure, splinters, cuts, lacerations, fractures, punctures or abrasions, collision with other persons, loss of balance or control, slips, trips and falls, failure to act safely or within one’s own ability, negligence of other persons, negligent first aid, and negligence on the part of PNW AXE, LLC and its agents and employees. I have read and agree to follow any instructions or rules posted by PNW AXE, LLC. I confirm that I am not intoxicated or under the influence of intoxicating substances that would affect my ability to make this agreement or participate in PNW AXE, LLC services and activities. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH AXE THROWING AND THE SERVICES AND ACTIVITIES OF PNW AXE, LLC AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR OTHER RESULTING LOSS.

**Liability Release:** By participating in the services and activities of PNW AXE, LLC, I agree to waive any and all claims I have or may in the future have against the Released Parties, including any and all liability for any loss, damage, expense, injury and death that I may suffer, or that my next of kin may suffer, as a result of my participation in PNW AXE, LLC services and activities due to any cause whatsoever, including but not limited to claims arising out of tort, contract, criminal, and property law. I understand that this means that I cannot sue for negligence of any kind, including but not limited to breaches of any duty to warn, direct, instruct, or protect.

**Hold Harmless and Indemnity:** I agree to Hold PNW AXE, LLC harmless and to indemnify PNW AXE, LLC from any and all liability for any property damage or personal injury to any third party resulting from my participation in PNW AXE, LLC services and activities.

**Photo, Audio, and Video Release:** I hereby grant permission to the Released Parties to take photographic, audio, or video representations of me while using PNW AXE, LLC’s services and

activities, which may be used and published at PNW AXE, LLC's sole discretion for advertising, promotional, and marketing purposes. I waive any and all rights and claims against the Released Parties arising out of the use of my photographic, audio, or video representation of me, including claims relating to defamation or invasion of any copyright, privacy, personality or publicity rights, and compensation.

**Effectiveness:** This Agreement shall be effective at the time of signing and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;

**Choice of Law and Enforcement:** This Agreement and any rights, duties and obligations as between the parties to the Agreement shall be governed by and interpreted solely in accordance with the laws of Washington State. Any litigation involving the parties to this Agreement shall be brought in courts of Washington State with each party paying its own costs and attorney fees. However, in any action where PNW AXE, LLC is able to enforce this Agreement, PNW AXE, LLC shall be entitled as a prevailing party to an award of all reasonable costs and fees and reasonable attorney fees incurred.

**BY SIGNING THIS AGREEMENT BELOW, I ACKNOWLEDGE THAT I HAVE READ THIS DOCUMENT IN ITS ENTIRETY, THAT IT ACCURATELY AND COMPLETELY REFLECTS MY AGREEMENT TO WAIVE CERTAIN LEGAL RIGHTS AND GRANT OTHERS.**

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Participant's Printed Name

Date

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Signature

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Name of Parent or Guardian if Under Age 18\*

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Signature of Parent of Guardian

\*In addition to complying with the terms and conditions set for in the Agreement, Parents or Guardians of minors also agree to supervise and monitor the activities of each Participant.

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