



RELEASE OF LIABILITY, WAIVER AND ASSUMPTION OF RISK

WARNING: BY SIGNING THIS WAIVER, YOU ARE WAIVING CERTAIN LEGAL RIGHTS

PLEASE READ THE BELOW CAREFULLY

First Name	Last Name	Phone Number
Emergency Contact Name	Emergency Contact Relationship	Emergency Contact Phone Number

I, the undersigned, desire to participate in the attractions at AXE MKE, including recreational axe-throwing (the "Activity".)

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, **I RELEASE AND FULLY DISCHARGE AXE MKE, INC**, its subsidiaries, affiliates, members, owners, officers, shareholders, employees, volunteers, agents, representatives, and assigns (hereinafter "AXE MKE") from any and all claims I may now and/or in the future have against AXE MKE, and from any and all liability, for any personal injury, death and/or property damage, expense and/or loss sustained by me as a result of my participation or observance of the Activity, which is caused by any NEGLIGENT ACT OR OMMISION of AXE MKE. This release expressly includes:

- the design, location, construction, inspection and maintenance of the fencing, the cages or throwing lanes, the floors, including any rails, boxes, fencing, barriers, wall designs, targets, including the selection of the construction materials or the failure to construct fences or other barriers;
- the posting or failure to post warnings, signs, or any the classification and labeling of the axes or fencing or cages or throwing lanes
- the design, construction, or maintenance of the axes, including the blades or handles, or the attachment of the blade head to the handle.

I ACKNOWLEDGE AND ACCEPT THIS ACTIVITY IS DANGEROUS. There are inherent known and unanticipated risks and dangers and/or hazards of participating in the Activity. I understand that I could suffer property damage, as well as minor injuries or serious injuries, including bruises, scrapes, cuts, broken bones, psychological injury, paralysis, or even death, and/or loss resulting from any of these. I understand, accept, and assume all risks of my participation. I have adequate medical insurance to cover any injuries to myself and/or agree to bear the costs of such treatment of any injury. I do not have any medical condition which could interference with my safe participation in this Activity. I acknowledge that the risks of axe throwing can be greatly reduced by using common sense.

I ACKNOWLEDGE AND UNDERSTAND that, for a fee of \$400.00 in addition to the normal admission price, I may participate in the Activity without a requirement to sign a Release of Liability. In signing this

Release of Liability, I acknowledge I am aware of this option offered by AXE MKE and hereby waive my right to purchase the same.

I accept full responsibility for any personal injury which may result from my participation in the Activity, and I hereby HOLD HARMLESS AXE MKE for any personal injury sustained by me, including death, caused by the negligence of AXE MKE while participating or observing the Activity. I agree not to bring any action or lawsuit against AXE MKE for any personal injury caused by the NEGLIGENCE of AXE MKE.

I UNDERSTAND that by executing this agreement, I am representing that I am at least eighteen (18) years old and that I have read, and understand, the agreement.

I AGREE that this Release of Liability, Waiver and Assumption of Risk will be governed by the Laws of the State of Wisconsin and that any dispute arising from this Release of Liability, Waiver, and Assumption of Risk will be adjudicated by the State of Wisconsin, and I agree to reimburse AXE MKE for any reasonable fees incurred in the defense of any action based upon my participation in the Activity. If I commence any action, or if any heir, agent, assign, or representative on my behalf does so, and AXE MKE is added to the action in any manner whatsoever, whether justified or not, then I will be jointly and severally liable to AXE MKE for the legal costs incurred in any such action, and agree to completely indemnify AXE MKE.

PHOTOGRAPHS, VIDEOS AND RECORDINGS. I hereby grant AXE MKE the right to take any pictures or video during my participation or observance of any other's participation in the Activity, and that AXE MKE may use any pictures, videos or recording for promotion in print or digital media. AXE MKE will own such images and I further grant AXE MKE permission to copyright, publish, distribute, use, modify, print and reprint such images in any manner whatsoever related to AXE MKE, including without limitation publications, advertisements, brochures, web site images, or other electronic displays and transmissions. I forever release and hold AXE MKE 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 or causes of action related to the use of the images.

In accordance with Wisconsin law, nothing in this Release should be construed as releasing, discharging, or waiving any claims I may have for reckless or intentional acts on the part of AXE MKE.

I HAVE READ AND FULLY UNDERSTOOD THIS FORM AND AGREE TO BE BOUND BY IT DURING THIS AND ALL SUBSEQUENT VISITS TO AXE MKE. I am aware that by signing this release of liability, I am waiving certain legal rights including the right to sue AXE MKE, INC, its owners, officers, shareholders, agents, or employees for negligent acts or omissions.

CAUTION: READ BEFORE SIGNING! THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND WILL BAR YOUR RIGHT TO SUE!

DATE: _____

SIGNATURE: _____

PRINT NAME: _____