

AXE TOWNE LLC

546 State Route 111
Hampstead, NH 03841

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

PARENT/GUARDIAN AGREEMENT

Axe Towne provides a recreational facility for its customers, the users (age 12+), to participate and spectate in physical activities and games, such as weapons throwing, for the purpose of enjoyment and amusement. These activities include inherent risks, made fun and safe[r] while following our rules and staff. An Axe Towne Coach will teach each user how to throw, go over the game, and monitor throwing areas for safety. We ask that users follow standard rules and regulations to enjoy a fun and safe experience.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING. YOU ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF PERSONAL INJURY, DEATH, AND PROPERTY DAMAGE DEATH. YOUR SIGNATURE INDICATES YOUR UNDERSTANDING AND APPROVAL OF THE AGREEMENT.

Parent Guardian: _____

Address: _____

Contact/Emergency Telephone Number: _____

Name of Minor Child User (age 12-18): _____

Child's Age & Date of Birth: _____

In consideration of voluntarily consenting to my child or legal guardian (referred to as the "child") being given the opportunity to observe and participate in the activities and use equipment provided by Axe Towne, LLC,

I _____, on behalf of myself, child[ren], legal and personal representative(s), next of kin, spouse, heirs, and any designated agent, agree to the terms and conditions of this Agreement:

1. Parties. This Agreement is entered into between you (referred to as "you" or "user"), the legal parent/guardian of a user of the recreational facilities, and Axe Towne, LLC, a New Hampshire Limited Liability Company, including owners, managers, employees, agents, and assigns thereof (collectively referred to as "Axe Towne").
2. Term & Expiration. This Agreement will remain effective for one year from the date of signing. Upon expiration, users shall renew and sign the User Agreement before participating in activities.
3. Risk & Danger. There are risks and dangers associated with entering onto the premises and engaging in the activities, including use of sharp weapons. These risks and dangers include, without limitation:

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- (a) Facility: slips, falls, or trips due to uneven pavement and flooring, such as wet, icy, or slippery surfaces, and items left on the floor; falling target, furnishings, and construction components.
 - (b) Human Error: erratic or negligent actions; failure to follow instructions, inadvertent inattentiveness, incorrect throwing or playing techniques, errors in judgment, failure to adequately train, judgment errors in emergency care, and inadequate emergency response ability.
 - (c) Weapon(s) Throwing: being hit by an axe – thrown or held – due to user or staff inattentiveness, neglect, failure to follow instruction, incorrect throwing or playing techniques, errors in judgment, inadequate training, and purposeful or accidental assault and battery by any person.
 - (d) Food & Drink: food and or drink products may cause allergic or other reactions (medical conditions) to some individuals. The products, foods or drinks may contain such things as but not limited to, peanuts and gluten.
4. Types of Injury. There are three categories of injuries that may occur as a result of the inherent risks associated with the activities offered by Axe Towne: minor injuries, major injuries, and death:
 - (a) Minor Injuries: the most common injuries, such as hand injuries (cuts, splinters, calluses, skin tears, pinches, and punctures), bruises and scrapes, and muscle strains.
 - (b) Major Injuries: more serious injuries such as broken bones, joint/ligament/tendon injuries, internal injuries, concussions, back injuries, and eye injuries.
 - (c) Catastrophic injuries: though rare, these injuries may include loss of vision or hearing, permanent disabilities, heart attack, stroke, paralysis, or death.
5. Duty to Report. Each user shall exercise ordinary and reasonable care at all times, and not be impaired by the use of drugs or alcohol. Users shall immediately remove his/her self from participation, and notify the nearest staff member if at any time the user senses or observes any unusual hazard or unsafe condition, or if the user feels that s/he has experienced deterioration in physical, emotional or mental fitness for continued participation or spectating.
6. Assumption of Risk. There are risks inherent in entering onto the premises and using sharp weapon(s), including throwing axes and stars, and in other recreational and leisure activities offered on the premises. Any engagement in these activities for sports, recreation, and leisure may involve potentially dangerous physical activities that may lead to minor injuries, major injuries, and death. You accept full responsibility for the risk of injury or loss arising out of, or related to, your child's presence at the facility and use of activities . Axe Towne will not be liable for any injury incurred, including, personal, bodily, or mental injury, disability, death, economic loss or any damage to you, your child, spouse or domestic partner, heirs, or relatives, resulting from the negligent conduct or omission of Towne Axe, other users present, and anyone acting on behalf of the parties and users, whether the injury is related to recreational activity or not.

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7. Accuracy of Information. For engagement in activities, the information you provide shall be:
 - (a) accurate, complete, and current, as prompted by all forms;
 - (b) updated as needed, including any credit card numbers and expiration dates.
8. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AXE TOWNE, EXCLUDE AND DISCLAIM LIABILITY FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOSS OF USE, LOSS OF DATA, LOSS CAUSED BY A VIRUS, LOSS OF INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY, CLAIMS OF THIRD PARTIES, OR OTHER LOSSES OF ANY KIND OR CHARACTER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SERVICES OR ANY CONTENT PROVIDED ON THE APPLICATION OR THE SITE. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, EQUITY, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, OUR MAXIMUM LIABILITY FOR ALL CLAIMS ARISING FROM OR ASSOCIATED WITH YOUR USE OF ACTIVITIES SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT EXCEEDING THE GREATER OF: (I) THE AMOUNT PAID, IF ANY, BY YOU FOR YOUR USE OF THE SERVICES IN THE LAST 12 MONTHS PRECEDING THE EVENT THAT GAVE RISE TO SUCH CLAIM(S) OR (II) TEN (\$10) DOLLARS. THE FOREGOING SHALL NOT PRECLUDE RECOVERY OF DAMAGES FOR PERSONAL INJURY, LOSS OR DAMAGE TO PERSONAL PROPERTY CAUSED BY AXE TOWNE: GROSS NEGLIGENCE, RECKLESSNESS, FRAUD OR OTHER WILLFUL, UNCONSCIONABLE OR INTENTIONAL MISCONDUCT. NOTHING HEREIN SHALL BE CONSTRUED TO LIMIT THE CLEARLY ESTABLISHED LEGAL RIGHT OF A USER TO RECOVER ATTORNEYS' FEES OR OTHER REMEDIES AFFORDED BY STATUTE OR OTHER LAW.
9. Release. I release from, waive and discharge all actions, claims, or demands, to the extent permitted under New Hampshire law, that I, my child, assignees, heirs, guardians, and legal representatives now, and hereafter, have for damage or losses on account of injury, including permanent disability and death or damage to property, caused or alleged to be caused, in whole or in part, by the negligence or other acts of Axe Towne and its users. I will not bring any legal action against Axe Towne, as a result of my child's presence and participation, unless such action involves gross negligence or is otherwise based on a right that is prohibited from being waived under New Hampshire law.
10. Indemnity. I hereby agree and covenant to save and hold harmless, indemnify, and defend any claims against Axe Towne, as a result of my child's participation in the activities, whether related to the activities or not.
11. Termination of Use. I agree and understand that Axe Towne reserves the right to suspend or cancel use of the activities at any time, for any reason.

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12. Video and Photography Permitted. I authorize the rights of my own, and my child's image, likeness and sound of voice as recorded on audio or videotaping without payment or any other consideration. I understand that images may be videotaped, edited, copied, exhibited, published, or distributed and waive the right to inspect or approve the finished product. I further waive any right to royalties or other compensation from the use of images and recordings.
13. Applicable Law. The laws of the State of New Hampshire shall govern this Agreement. The release and waiver of liability, assumption of risk, and indemnity agreement is intended to be broad and inclusive, as permitted by law.
14. Severability. If any portion of this Agreement is held invalid, the remainder of the agreement shall, notwithstanding, continue in full legal force and effect.
15. Dispute Resolution. Any dispute related to my child's presence, participation, and observation in the activities at Axe Towne, including those brought pursuant to this Agreement, shall be resolved by binding arbitration, according to the rules of the American Arbitration Association. Proceedings will be governed by substantive law of the State of New Hampshire, excluding any application or consideration of the Arbitration Act of said State.
16. Entirety of Agreement. I am not relying on any oral or written representations or statements made by Axe Towne other than what is set forth in this agreement.

Do NOT sign this waiver if you do not feel that you and your child can fully, competently, emotionally and mentally adhere to each and every section numbered above. There is no penalty for withdrawing consent.

CAUTION: Axe Towne strongly recommends that you consult with your child's physician before consenting to the physical activities. It is your responsibility to evaluate your child's medical and physical condition to determine whether the child may observe and participate in the recreational activities. If your child experiences faintness, dizziness, pain or shortness of breath at any time while at the facility, s/he should stop immediately and notify the nearest staff member. You represent and warrant that your child is in good physical condition and has no medical reason or impairment that might prevent the child from using the intended activities.

I HAVE CAREFULLY READ THE ABOVE WAIVER AND RELEASE OF LIABILITY AND FULLY UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT AND I DO SIGN IT VOLUNTARILY. I AGREE TO PARTICIPATION KNOWING THE RISKS AND CONDITIONS INVOLVED AND DO SO ENTIRELY OF MY OWN FREE WILL. I ACKNOWLEDGE READING AND UNDERSTANDING THE RULES AND REGULATIONS OF THE AXE THROWING FACILITY WITH MY CHILD/GUARDIAN.

Date: _____ Name: _____

Signature: _____