

AXE TOWNE LLC

546 State Route 111
Hampstead, NH 03841

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

USER 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 everyone 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.

In consideration of voluntarily being given the opportunity to observe and participate in the activities and use equipment provided by Axe Towne, LLC,

I _____, on behalf of myself, my legal and personal representatives, heirs, next of kin, spouse, and designated agents, 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 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, the user 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:
 - (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.

AXE TOWNE LLC

546 State Route 111
Hampstead, NH 03841

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

- (d) Food & Drink: food and or drink products may cause allergic or other reactions (medical conditions) to some people. 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. You shall exercise ordinary and reasonable care at all times, and not be impaired by the use of drugs or alcohol. You shall immediately remove yourself from participation, and notify the nearest staff member if at any time you sense or observe any unusual hazard or unsafe condition, or if you feel that you have experienced deterioration in your 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. Your 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 use of the 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 spouse or domestic partner, unborn child, 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.
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

AXE TOWNE LLC

546 State Route 111
Hampstead, NH 03841

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

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 assignees, heirs, guardians, and legal representatives now have or 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. I will not bring any legal action against Axe Towne, as a result of my 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 participation in any axe throwing related activities or not.
11. Termination of Use. I agree and understand that Axe Towne reserves the right to suspend or cancel any use related activities at any time for any reason.
12. Video and Photography Permitted. I authorize the rights of my image, likeness and sound of my voice as recorded on audio or videotaping without payment or any other consideration. I understand that my image may be videotaped, edited, copied, exhibited, published, or distributed and waive the right to inspect or approve the finished product wherein my likeness appears. I further waive any right to royalties or other compensation arising or related to the use of my image or recording.
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 presence, participation, and observation in the activities at Axe Towne, including those brought pursuant to this Agreement, shall be

AXE TOWNE LLC

546 State Route 111
Hampstead, NH 03841

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

resolved by binding arbitration, according to the rules of the American Arbitration Association. All 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. 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 you can fully, competently, emotionally and mentally adhere to each and every section numbered above. There is no penalty for withdrawing your consent.

CAUTION: Axe Towne strongly recommends that you consult with your physician before beginning any exercise program. It is your responsibility to evaluate your own medical and physical condition to determine whether to participate in an exercise program. Always check your surroundings before exercising. If you experience faintness, dizziness, pain or shortness of breath at any time while exercising you should stop immediately. You represent and warrant that you are in good physical condition and have no medical reason or impairment that might prevent you from your intended use of the Services.

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 PARTICIPATE 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 AND AGREE TO ABIDE BY THEM.

Date: _____

Name: _____

Signature: _____