



RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

(hereinafter the "Release Agreement")

BY SIGNING THIS RELEASE AGREEMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

TO: Section 37 Axe Room, LLC; the Owner, Operator and Occupier of the premises where Section 37 Axe Room activities, as defined herein, take place; and all their related and associated companies and their respective owners, directors, officers, employees, agents, representatives, instructors, contractors, subcontractors, sponsors, successors and assigns (all of whom are hereinafter collectively referred to as the "Releasees").

DEFINITION:

In this Release Agreement the term " Section 37 Axe Room activities " shall include all activities, events and services provided, arranged, organized, sponsored or authorized by the Releasees, including but not limited to: axe throwing events, functions and competitions; use of axe and all other related axe throwing equipment; use of premises where the axe throwing activities take place; orientation and instruction sessions; and all other related activities.

ACKNOWLEDGEMENT

I am aware that Section 37 Axe Room activities may not be supervised or monitored by professional staff. I acknowledge that this waiver will remain in force during my registered league play times over the course of an 8 week season.

ASSUMPTION OF RISKS

I am aware that participating in Section 37 Axe Room 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 the releasees. I understand that negligence includes failure on the part of the releasees to take reasonable steps to

safeguard or protect me from the risks, dangers and hazards of participating in section 37 axe room activities. I freely accept and fully assume all risks, dangers and hazards associated with section 37 axe room activities and the possibility of personal injury, death, property damage or loss resulting therefrom.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

To waive any and all claims that i have or may in the future have against the releasees and to release the releasees from any and all liability for any loss, damage, expense or injury including death that i may suffer, or that my next of kin may suffer, as a result of my participation in section 37 axe room activities due to any cause whatsoever, including negligence, breach of contract or breach of any statutory or other duty of care, on the part of the releasees in respect of the provision of or the failure to provide any warnings, directions or instructions as to the use of the axe or the risks, dangers and hazards of participating in section 37 axe room activities. I understand that negligence includes failure on the part of the releasees to take reasonable steps to safeguard or protect me from the risks, dangers and hazards of section 37 axe room activities;

To hold harmless and indemnify the releasees from any and all liability for any property damage or personal injury to any third party resulting from my participation in section 37 axe room activities;

This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;

This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the State of Idaho and no other jurisdiction; and

Any litigation involving the parties to this Release Agreement shall be brought solely within the State of Idaho and shall be within the exclusive jurisdiction of the Courts of the State of Idaho.

PHOTO/VIDEO RELEASE

I hereby grant permission to the Releasees to take photographic or video representations of me during my participation in Section 37 Axe Room activities and to publish the photographs and video for advertising, promotional and marketing purposes.

I waive any and all claims against the Releasees arising out of the Releasees use of my photographic or video representation of me, including claims relating to defamation or invasion of any copyright, privacy, personality or publicity rights.

I agree not to claim compensation from the Releasees for the use of photographic or video representation of me during my participation in Section 37 Axe Room activities

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of Section 37 Axe Room activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ THIS RELEASE AGREEMENT AND I AM AWARE THAT BY COMPLETING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES

By registering for, and participating in any of the Section 37 Axe Room activities you are indicating that you understand everything outlined in these terms and conditions. For more information please visit our website (<http://www.section37boise.com>).

BY COMPLETING THIS FORM I HEREBY ACKNOWLEDGE THAT I AM NOT INTOXICATED NOR HAVE I CONSUMED ANY OTHER SUBSTANCES THAT MAY RESULT IN MY JUDGEMENT BEING IMPAIRED. I HEREBY ASSUME FULL RESPONSIBILITY FOR MY ACTIONS, RISKS, DANGERS, AND HAZARDS RESULTING FROM THE USE OF THE FACILITIES AND PARTICIPATION THE ACTIVITIES WHILE UNDER THE INFLUENCE OF ALCOHOL OR MIND ALTERING SUBSTANCES. I UNDERSTAND THAT AM GIVING UP CERTAIN RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE. THAT I AM AT LEAST 18 YEARS OLD AS OF THE DAY THIS FORM WAS FILLED OUT. I FREELY ACCEPT AND ASSUME ALL RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF RESULTING PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS DIRECTLY OR INDIRECTLY ASSOCIATED WITH MY PARTICIPATION IN THE WORKOUT. I HAVE READ THIS RELEASE AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS AND VOLUNTARILY AGREE TO ITS TERMS.

The Release Agreement shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

PARTICIPANT NAME: _____ **TODAY'S DATE:** _____

PARTICIPANT DATE OF BIRTH: _____ **SHIRT SIZE:** _____

PARTICIPANT SIGNATURE: _____

IF THIS WAIVER IS FOR A MINOR, PLEASE FILL OUT THE FOLLOWING:

LEGAL GUARDIAN NAME: _____ **RELATIONSHIP TO PARTICIPANT:** _____

LEGAL GUARDIAN SIGNATURE: _____