

# **AXE THROWING AGREEMENT & LIABILITY WAIVER**

**WARNING!** You're throwing sharp, pointy, deadly things.... If you haven't figured it out, throwing axes is hazardous to your health. Serious injury and/or death can occur...PLEASE READ CAREFULLY!

**You must be 18 years old to participate in axe throwing.**

*Release of liability, waiver of claims, assumption of risks, and indemnity agreement. By initializing and/or signing this document, you are waiving certain legal rights, including the right to sue.*

I, \_\_\_\_\_(the undersigned) wish to participate in axe throwing at (SS&G Hermantown, Inc.) Skyline Social and Games, I am aware that the activity is **HAZARDOUS**. In consideration of the risk of injury while participating in Axe Throwing (the Activity and spectating), and as consideration for the right to participate the activity, I hereby, for myself, my heirs, executors, administrators, assigns or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waiver any and all rights, claims or causes of action of any whatsoever arising out of my participation and/or viewing of the activity, and do hereby release and forever discharge SS&G Hermantown, Inc. and Skyline MN, LLC. , Located at 4894 Miller Trunk Hwy. Hermantown, MN 55811, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economic or emotional loss, that I may suffer as a direct result of my participation and/or viewing in the aforementioned activity, including traveling to and from an event related to this activity.

I agree to indemnify and hold harmless SS&G Hermantown, Inc. against any and all claims, suits, or actions of any kind whatsoever for liability, damages, compensation, or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If SS&G Hermantown, Inc. incurs any of these types of expenses, I agree to reimburse SS&G Hermantown, Inc.

I acknowledge that I have carefully read this "waiver and release" and fully understand that it is a release of liability.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of SS&G Hermantown, Inc., its agents, and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any cost incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to the equipment or facilities occurs as a result of my or my family's willful actions, neglect, or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This agreement was entered into at arm's length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both and SS&G Hermantown, Inc. agree that this agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposed for which it is entered into.

In the event that any provision contained within this release liability shall be deemed to be severable or invalid, or if any term, condition, phrase, or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find any provision of this agreement to be invalid or enforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, constructed, and enforced as so limited.

I have read and fully understand this "Axe Throwing Agreement and Liability Waiver" and recognize that it is a legally binding contract. If I have any doubts concerning any aspect of its content, I will not participate until I obtain legal advice. I certify that I am at least 18 years of age and in good health and do not suffer from a heart condition or other ailments/conditions that could be exacerbated by the exertion involved in axe throwing and that I further intend to be bound by this agreement.

**Initials:** \_\_\_\_\_

I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT, AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY, I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL.

Photo & Video Release: I hereby irrevocably grant SS&G Hermantown, Inc., its successors, and partners the right to record my likeness and/or voice on tape, film, or digital media. I also allow them to edit such tape, film, or digital media at their discretion and to incorporate the same into video, TV, radio, web, or print advertisement, or video for SS&G Hermantown, Inc. promotions without payment of fees.

**Participant's Information:**

Full Name: \_\_\_\_\_

Age: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_