

RELEASE OF LIABILITY, WAIVER AND ASSUMPTION OF RISK

BY SIGNING WAIVER YOU ARE WAIVING CERTAIN LEGAL RIGHTS.

BE SURE TO READ WAIVER CAREFULLY.

I -----, desire to participate in the activity of throwing axes at Jaxe & Jill's on the date set below.

In consideration for being allowed to participate in the activity of axe throwing , which consideration is accepted and acknowledged, on behalf of myself, my representatives, heirs, agents administrators, trustees, executors, and successors on behalf of any parties who claim a right or interest through me (the releasor), I hereby release, acquit, and forever discharge, without qualification or limitation release from any or all claims I may now and/or in the future have against Jaxe & Jill's, 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 in the activity of axe throwing due to any cause whatsoever, including but not limited to and without limitation, negligence, gross negligence, willful misconduct, including failure to take responsible steps to safeguard or protect me from the risk, dangers and/or hazards of participating in the activity of axe throwing, and/or breach of statutory or other duty, including duties arising from occupier's liability legislation.

The releasor acknowledges and accepts the fact that the activity of axe throwing is risky and dangerous, and there is the possibility of personal injury, death, property damage and/or the loss resulting therefrom.

The releasor understands and agrees that in order to participate in the activity of axe throwing he/she must agree and be bound to the terms of this release of liability, waiver and assumption of risk.

The releasor hereby confirms he/she is of full age and majority and has read and understands this agreement. The releasor acknowledges he/she is not under the influence of any substances, including alcohol, illicit drugs, prescription drugs, which may affect or impair his/her motor skills, judgment, or general ability to think clearly.

It is understood that the releasor will not make any claim or take any proceedings against any other person or corporation who might claim, in any manner or forum, contribution or indemnity in common law or equity, or under the provisions of any statute or regulation. It is agreed and understood that if the releasor commences such an action, or takes such proceeding in any manner whatsoever, whether justified in law or not, the releasor will be jointly and severally liable to the releasees for legal costs incurred in any such proceeding, on

a substantial indemnity basis. The release of liability , waiver, and assumption of risk shall operate conclusively as an estoppel in the event of any claim, action, complaint or proceeding which might be brought in the future by the releasor with respect to the matters covered by the release of liability, waiver, and assumption of risk may be pleaded in the event any such claim, action, complaint, or proceeding is brought, as a complete defence and reply, and may be relied upon in any proceeding to dismiss the claim, action, complaint or proceeding.

PHOTOS, VIDEOS, and RECORDINGS

I hereby grant Jaxe & Jill's, its managers, employees, and owners permission to capture my image and likeness in photographs, videotapes, and recordings, or other media. I acknowledge Jaxe & Jill's will own such images and further grant my permission to copyright, display, publish, distribute, use, and print images in any manner whatsoever related to business including without limitation, advertisements, publications, brochures, web site images or other electronic displays and transmissions thereof. I further waive any right to inspect or approve the use of images by Jaxe & Jill's. I forever release and hold Jaxe & Jill's harmless from any and all liability arising out of the use of the images in any manner or media whatsoever.

Date:

FIRST AND LAST NAME PRINTED

SIGNATURE

WITNESS: