

# BIG AXE BATTLEGROUND LLC

## ASSUMPTION OF RISK - RELEASE & WAIVER OF LIABILITY - MEDIA & PUBLICITY RELEASE

Big Axe Battleground LLC (“Big Axe”) is an axe throwing facility that allows customers to participate in axe throwing activities. **The undersigned Participant, or Parent or Legal Guardian of Participant, understands and agrees that axe throwing is a physically taxing activity, that carries with it an inherent risk of bodily harm or injury.** In consideration of being permitted to participate in the activities and related events (collectively the “Activities”) provided and facilitated by Big Axe, I hereby agree to the below for myself, my heirs, successors, and legal representatives:

### I. ASSUMPTION OF RISK

**I fully understand the risks and completely voluntarily assume all risks, known and unknown, of participating in Activities, including the risk of death or serious bodily injury to myself or others.** Some risks (“Listed Risks”) include, but are not limited to:

- General facility risks: slips, falls, or trips due to uneven pavement or flooring, wet, icy, or slippery surfaces, or items left on the floor; falling targets and/or lane construction components;
- Human error risks: erratic or negligent actions, failure to follow instructions, inadvertent inattentiveness, incorrect throwing or playing techniques, errors in judgment, failure to adequately train participants, judgment errors in emergency care, and inadequate emergency training of personnel;
- Axe throwing risks: being hit by an axe – thrown or held – due to participant or staff inattentiveness, neglect, failure to follow instructions, incorrect throwing or playing techniques, errors in judgment, inadequate training, or purposeful or accidental assault and battery by a participant.

### II. AFFIRMATION OF MENTAL AND PHYSICAL HEALTH

**I represent that I am in good mental and physical health and physically able and ready to participate in the Activities, and do not have any physical illness, injury, or disability that would make my participation in these Activities unwise or unnecessarily risky or dangerous to myself or others.**

### III. EXCULPATORY CLAUSE – WAIVER OF CLAIMS AGAINST BIG AXE FOR BIG AXE’S OWN NEGLIGENCE

**I accept and assume all inherent dangers and risks of bodily injury, permanent disability, death, and/or property damage,** even if caused, in whole or in part, by the negligence of Big Axe, and all of their respective members, managers, officers, directors, shareholders, affiliated organizations and entities, representatives and sponsors, and all volunteers, contractors, agents,

members, and employees, and their heirs, successors and assigns (collectively the “Big Axe Parties”). **Recognizing the possibility of death and serious bodily injury associated with participating in the Activities, I hereby agree to waive, release, hold harmless, and/or discharge the Big Axe Parties from any and all claims, demands, damages, losses, injuries, liabilities, obligations, costs, or expenses of any kind which are made or could be made by me, or on my behalf, or by my heirs or legal representatives as a result of my participation in the Activities, even though such claims may arise due to the negligence, carelessness, or recklessness of the Big Axe Parties.**

I understand and accept that the Big Axe Parties are not responsible for injuries or damages sustained in the participation of the Activities whether the damages are due to any of the Listed Risks or any other cause whatsoever. I assume full liability from the time I enter the Big Axe facility until I leave the Big Axe facility. I hereby absolve and relieve the Big Axe Parties from any liability by reason of or resulting from the condition of any axe or other equipment at the time it is given to me. I bind and obligate myself to hold the Big Axe Parties free and harmless from any and all liability from any claims of third persons in connection with or arising out of my participation in the Activities.

**I understand that I am giving up my right to sue the Big Axe Parties and giving up other valuable and substantial rights in exchange for being permitted to participate in the Activities.**

#### IV. ALCOHOL USE

**I agree and understand all alcohol on the premises must be authorized, approved, or provided by Big Axe. If I elect to consume alcohol prior to or during my participation in the Activities, I agree to assume all risks, known and unknown, related to consuming such alcohol and agree to be fully responsible and liable for any and all claims, demands, damages, losses, injuries, liabilities, obligations, costs, or expenses of any kind which may arise due to my consumption of such alcohol (collectively the “Claims”). I hereby agree to indemnify, defend, and hold harmless the Big Axe Parties from any such Claims.**

#### V. DAMAGE, LOSS, OR THEFT OF PERSONAL PROPERTY

I assume full responsibility and waive all claims against the Big Axe Parties for any damage to, loss of, or theft of property regardless of the circumstances resulting in the damage to, loss of, or theft of the property.

#### VI. IMPORTANCE OF FOLLOWING INSTRUCTIONS

**I agree and understand that following all instructions and rules at all times while participating in the Activities is a mandatory requirement for participation. I agree that if I fail to follow such instructions and rules and act responsibly, I waive any and all right to continue participating in the Activities and any benefits associated with being a participant.**

**I agree that Big Axe has authority to end my participation without refund. I agree to obey all posted signs and stay out of prohibited areas.**

**I agree to alert the staff to any rules violations or dangerous behavior of co-participants.**

VII. MEDICAL TREATMENT

**I expressly give the Big Axe Parties authority to secure help and/or render or administer emergency first aid when deemed necessary and give the Big Axe Parties authority to secure emergency medical care/transportation and I agree to assume all costs of any such care and transportation.**

**I understand I am to cease activity immediately and inform staff if I feel any unusual discomfort or serious injury.**

VIII. MEDIA AND PUBLICITY RELEASE

I hereby grant to Big Axe the right to photograph, videotape, or otherwise capture my image, appearance, or likeness and to use such images for any legitimate purposes, commercial or otherwise.

IX. SIGNATURE

**BY SIGNING THIS RELEASE I AGREE THAT I HAVE READ THE TERMS, AGREE TO BE BOUND BY THE TERMS, AND DO SO VOLUNTARILY AND KNOWINGLY. IF I AM SIGNING ON BEHALF OF MY MINOR CHILD, I HEREBY EXECUTE THIS RELEASE ON BEHALF OF MY MINOR CHILD WITH A FULL AND COMPLETE UNDERSTANDING THAT I AM EXECUTING A RELEASE AND WAIVER OF POTENTIAL CLAIMS ON BEHALF OF MY MINOR CHILD AND MYSELF.**

X. GOVERNING LAWS, JURISDICTION AND VENUE

I understand and agree that this Agreement is to be interpreted under the Laws of the State of Arkansas. Jurisdiction and Venue for any action relating to this Agreement shall be proper in the Circuit Court of Garland County, Arkansas.

I have read this document and agree to be bound by its terms.

By signing your name below, you agree to the terms and conditions above.

PARTICIPANT:

PARENT or LEGAL GUARDIAN (if  
Participant is a minor)

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