**IN CONSIDERATION OF** the risk of injury that exists while participating in AXE THROWING AND KNIFE THROWING (hereinafter the “Activity”); and

**IN CONSIDERATION OF** my desire to participate in said Activity and being given the right to participate in same.

**I HEREBY** for myself, my heirs, executers, administrators, assigns, or personal representatives (hereinafter collectively “Releasor,” “I” or “me” which terms shall also include Releasor’s parent or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in Activity; and

**I HEREBY** release and forever discharge TAPPED AXES LLC, located at 5770 W US 10 Ludington, MI 49431, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors, and assigns (collectively “Releasees”) from physical or psychological injury that I may suffer as a direct result of my participation in the Activity.

**I AM VOLUNTARILY PARTCIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THE THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCOLOGICAL INJUTY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS’ NEGLIGENCE, CONDITIONS, RELARED TO TRAVELTO AND FEOM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITIES LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.**

**I FURTHER AGREE** to indemnify and hold harmless the Releasees against 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 related costs.

**I FURTHER ACKNOWLEDGE** that Releasees are not responsible for errors omissions acts of failures to act of any party or entity conducting a specific event or activity on behalf of releases. In the event that I should require medical care deemed necessary, including but not limited to, first aid, CPR, the use of AED's, emergency medical transport, and sharing of medical information with medical personnel. I further agreed to assume all costs involved and 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.

**I FURTHER ACKNOWLEDGE** that this Activity may involve a test of a person's physical and mental limits and may carry with the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and properly trained, and I agree to abide by the decisions of the Tapped Axes LLC official or agent regarding my approval to participate in the Activity.

**I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS “WAIVER AND RELEASE” AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREED TO RELEASE AND DISCHARGE TAPPED AXES LLC AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREED TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHTS THAT I OTHERWISE HAVE TO BRING ILLEGAL ACTION AGAINST TAPPED AXES LLC FOR PERSONAL INJURY OR PROPERTY DAMAGE.**

To the extent that statue or case law does not prohibit release for ordinary negligence, this release is also for such negligence on the part of Tapped Axe LLC, its agents, and employees.

I agree that this release shall be governed for all purposes by Michigan law, without regard to any conflict of law principles. This release supersedes any and all previous oral or written promises or other agreements.

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

**THIS AGREEMENT** was entered into at arms-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both Participant and Tapped Axes LLC agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall 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 purpose for which it was entered into.

In the event that any provision contained within this Release of 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. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting sub provision it would become valid or enforceable, the said provision shall be deemed to be written I'm not construed and enforced as so limited.

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

**PARENT / GUARDIAN WAIVER FOR MINORS**

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian as follows:

**I HEREBY CERTIFY THAT THE MINOR PARTICIPANT IS OF A MINIMUM AGE OF 10 YEARS OLD OR OLDER.**

**I HEREBY CERTIFY** that I am the parent or guardian of, name above, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

**PHOTOGRAPHY AND VIDEO PERMISSIONS**

I authorize Tapped Axes LLC the use and permission of my photograph and/or video in any post, tags, social media or advertising without compensation or notification indefinitely.

Printed Name of Participant DOB Signature of Participant or Parent/Guardian Date of Activity