

The Tomahawk Throwing Range & Blade Shop, LLC

Axe Throwing and the "Break Room"

130 S. 2d St. Albemarle NC

Warranty and Consent

Assumption of Risk Release and Waiver of Liability Indemnity Agreement

I understand that by signing this document I give up substantial legal rights I would otherwise have. My consent to waive those rights freely and voluntarily granted after reading this instrument is demonstrated by my signature, below.

In consideration for allowing me to utilize the facilities and equipment of **The Tomahawk Throwing Range & Blade Shop, LLC**, a North Carolina Limited Liability Company (hereinafter "the Business"), and to enter the Business premises located at **130 S. Second Street, Albemarle, NC**, the undersigned, for him/herself and/or on behalf of his/her minor child named herein, in order to participate in the activities, programs, and related events and activities of the Business, which consideration is hereby expressly accepted and acknowledged on behalf of myself, my representatives, heirs, agents, administrators, trustees, assigns, successors, executors, and on behalf of any party or parties who claim a right or interest through me (hereinafter "Releasors") hereby **WAIVES, DISCHARGES AND COVENANTS NOT TO SUE** the Business and its managers, agents, employees and members (hereinafter "Releasees"), **AND RELEASES** said Releasees from **ALL LIABILITY TO RELEASORS FOR ANY AND ALL LOSS, INJURY, DAMAGE OR CLAIM RESULTING THEREFROM, ON ACCOUNT OF ANY INJURY TO RELEASOR'S PERSON OR PROPERTY, EVEN INJURY CAUSING DEATH, WHETHER CAUSED BY NEGLIGENCE, GROSS NEGLIGENCE, WILLFUL MISCONDUCT OF RELEASEES, AS WELL AS ANY FAILURE TO TAKE REASONABLE STEPS TO SAFEGUARD ME FROM RISK OR DANGERS INHERENT IN ACTIVITIES AT RELEASEE'S PREMISES**, while Releasor(s) voluntarily participate or observe any activity sponsored, provided, operated or offered by the Business upon the Business premises, including but not limited to, axe or hatchet throwing, competition, demonstration, training, recreation, destruction of items within the rules and guidelines of the business' "Break Room", and/or the consumption of alcoholic beverages. I further state that:

1. I am familiar with the risk of serious injury and death which any participant in the inherently risky and dangerous activities of the Business must assume;

2. I do not have any physical, emotional or mental incapacity which prevents me from participating in the activities offered by the Business in a safe, responsible manner;

3. I have been provided notice of any applicable Rules for Participation. I understand those Rules must be followed and that I alone am responsible for my own personal safety and for the safety of any minor child(ren) who are present with me and are under my care, custody or control. At any point I sense or observe any unusual hazard or dangerous condition or physical deterioration that might prevent me or said minor child(ren) from continued safe participation in activities offered by the Business, I will immediately remove myself or said minor children from participation in those activities;

4. I am not under the influence of any substances, including alcohol, illicit drugs, prescription drugs or other substances which may impair or affect my motor skills, judgment, or general ability to think clearly.

I understand and agree, on behalf of myself, my heirs, assigns, personal representative, next of kin, that my execution of this document constitutes:

1. An unqualified **ASSUMPTION OF ALL RISKS** associated with activities offered by the Business, even if arising from negligence, gross negligence, compounding or aggravation of injuries by negligent rescue operations or procedures, of Releasees or participants in the Business activities;

2. A **FULL AND FINAL RELEASE AND WAIVER OF LIABILITY** of the activities of the Business and of all Releasees;

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3. An **AGREEMENT TO INDEMNIFY AND HOLD HARMLESS** Releasees from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever they may incur due to any claim made against them, whether the claim is based on the negligence or the gross negligence of the Releasees or otherwise;

4. An **AGREEMENT** that this Assumption of Risk Release and Waiver of Liability Indemnity Agreement shall operate conclusively as estoppel in the event of any claim, action, complaint or proceeding brought by Releasor against any Releasee and it may be pleaded in the event of any legal claim, action, complaint or proceeding against any Releasee as a complete defense and reply, and may be relied upon in any proceeding to dismiss the claim, action, complaint or proceeding on a summary basis and no objection will be raised by the Releasor in any subsequent action that the other parties in the subsequent action were not privy to the formation of this Release.

5. An **AGREEMENT** that this Assumption of Risk Release and Waiver of Liability Indemnity Agreement contains the entire agreement between the parties, that the terms contained herein are contractual, are not a mere recital, and any breach of these terms may be enforced against the Releasor, and may give rise to a damage claim against the Releasor enforceable by a further legal proceeding. Releasor further agrees that Releasees have not made any oral, written or visual representations or statements that are not otherwise reflected in this agreement.

6. An **AGREEMENT** that this Agreement is intended to be as broad and inclusive as permitted by the laws of North Carolina, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

Releasors acknowledge and understand that Releasees from time to time take photographs and videos of activities at Releasees' premises. Releasors hereby release and assign full copyright of those photographs and videos to the Business, together with right of reproduction either wholly or in part. Releasees may utilize any of such photographs and/or videos of Releasors in Releasees' social media, marketing materials or advertising for any business purpose without restriction or compensation.

I HAVE READ THIS WARRANTY AND CONSENT ASSUMPTION OF RISK RELEASE AND WAIVER OF LIABILITY INDEMNITY AGREEMENT, UNDERSTAND ITS TERMS, AND UNDERSTAND I HAVE FREELY AND VOLUNTARILY GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I HAVE NOT BEEN GIVEN ANY INDUCEMENT, ASSURANCE OR GUARANTEE AND I INTEND THIS SIGNATURE TO BE TAKEN AS MY CONSENT TO THIS AGREEMENT BEING AS COMPLETE AND UNCONDITIONAL A RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

In witness whereof, Releasor has executed this release, individually OR on behalf of his/her minor child named herein, in Albemarle, Stanly County, North Carolina.

Minor Child (if applicable)

Releasor

Date: _____