

## **Waiver of Liability, Assumption of Risk and Indemnity Agreement, with Photo and Ad Publicity Media Release**

Consideration: In consideration of being permitted to participate in any way in the Sport of Axe Throwing and/or Escape Rooms, hereinafter called Activity, I, for myself, my heirs, personal representative or assigns, do hereby waive liability, release and forever discharge, its members, officers, agents, trustees, or employees from any and all demands, rights, and causes of action of whatever kind or nature, arising out of all known and unknown, foreseen and unforeseen bodily and personal injuries, damage to property, and the consequences thereof, including death, resulting from my voluntary participation in or in any way connected with the Activity. I acknowledge that I am personally and financially liable for any damages I or any member of my group may cause to any property of TL WRIGHT, LLC DBA AXESCAPE. I understand that I am responsible for my behavior and any misconduct, and should I incur any injury, due to my negligence or that of others, I am responsible for my own medical costs and treatment of any kind related to any event that occurs while attending TL WRIGHT, LLC DBA AXESCAPE.

I acknowledge that TL WRIGHT, LLC DBA AXESCAPE is not responsible for any of my personal belongings while I am present at TL WRIGHT, LLC DBA AXESCAPE or at home.

Duty to Report: I shall exercise ordinary and reasonable care at all times, and not be impaired by the use of drugs or alcohol. If at anytime I sense or observe any unusual hazard or unsafe condition, or if I feel that I have experienced deterioration in my physical, emotional or mental fitness, I shall immediately remove myself from participation or spectating.

Assumption of Risk: Participation in the Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The risks range from (1) minor injuries such as scratches, bruises, and cuts; (2) major injuries such as eye injury or loss of sight, joint or bodily injuries; and (3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I acknowledge, know, understand and appreciate these and other risks that are inherent in the Activity. I hereby acknowledge that I am playing for my own enjoyment and assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I further agree to indemnify, defend, and hold harmless TL WRIGHT, LLC DBA AXESCAPE, its members, officers, agents, trustees, or employees from any and all liabilities, damages, claims, lawsuits, attorneys' fees, and actions of any kind for any damage or injury arising out of my participation in the Activity, including any damage, loss or injury caused by any act or omission on the part of TL WRIGHT, LLC DBA AXESCAPE. Severability: I also agree that the foregoing

waiver and assumption of risks agreement is intended to be as broad and inclusive as permitted by the law of the State of Tennessee and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgement of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, and fully understand its terms. I certify that I am 18 years of age and suffering under no known legal disabilities; I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Photo/Media Release: I hereby freely and irrevocably grant to TL WRIGHT, LLC DBA AXESCAPE. and its authorized members, employees and agents, the absolute right and permission to copy, exhibit, copyright, use, take, distribute and/or publish my photographic likeness, name, voice, and/or image made in relation to my participation in the Activity in photographs, video and in any and all other media, in which I may be included in whole or in part, or in composite form in conjunction with my name and other identifying information, or reproductions thereof in color or otherwise, made through any media for art, print, web, social media, advertising, film, telecast or any other lawful purpose whatsoever.

I also grant TL WRIGHT, LLC DBA AXESCAPE. the same right and permission to use written or verbal statements or testimonials made by me. It is understood that no compensation has been paid and that no fee or compensation shall be due to me for my giving permission for use of my photographic image, likeness, name, or voice.

I grant that TL WRIGHT, LLC DBA AXESCAPE may use my contact information to send me e-mails and/or free sms/mms text messages for informational or promotional purposes only. I further acknowledge TL WRIGHT, LLC DBA AXESCAPE will never sell any of my personal information to third parties.

I hereby hold harmless and release and forever discharge, its members, officers, and employees from all claims, demands and causes of action which I, my heirs, representatives, executors, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization.

For league play, I agree and understand that this waiver, release ad assumption of risk will remain on file and apply to the current league season. By entering into this agreement, I am not relying on any oral or written representation or statements made by the releases, other than what is set forth in this agreement.

By signing and abiding by this waiver of liability, you are also agreeing to abide by the following rules at TL WRIGHT, LLC DBA AXESCAPE:

1. To exercise common sense and play responsibly.
2. To permit only one person per lane allowed in the throwing zone (designated by caution tape).
3. That axes can only be retrieved after both participants throw.

4. To never retrieve an Axe before opponent throws.
5. After your turn, to return the Axe to the holder. (No hand-offs please.)
6. That Axes are not to be taken out of pit area and are always to be handled in a safe manner.
7. If you are unable to safely perform the management and/or its employees reserve the right to terminate your Axe throwing at their discretion
8. I understand that the staff and owners may use sarcasm to enhance and create the atmosphere and I will not be offended.

You agree that violating any of the above rules or by putting yourself or anyone else in harm's way will result in termination of your Activity with no refund.

**I HAVE CAREFULLY READ THE ABOVE WAIVER AND RELEASE OF LIABILITY AND FULLY UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT AND I DO SIGN IT VOLUNTARILY. I AGREE TO PARTICIPATE KNOWING THE RISKS AND CONDITIONS INVOLVED AND DO SO ENTIRELY OF MY OWN FREE WILL**

By choosing accept, you are consenting to the use of your electronic signature in lieu of an original signature on paper. You have the right to request that you sign a paper copy instead which is available at our location. By choosing accept, you are waiving that right. After consent, you may, upon written request to us, obtain a paper copy of an electronic record. No fee will be charged for such copy and no special hardware or software is required to view it. Your agreement to use an electronic signature with us for any documents will continue until such time as you notify us in writing that you no longer wish to use an electronic signature. There is no penalty for withdrawing your consent. You should always make sure that we have a current email address in order to contact you regarding any changes, if necessary.

A submitted waiver is required in order for you and/or your minor children to participate in any Activity. Your online submission of this waiver shall have the same legal effect as your unique signature. ALL SALES ARE FINAL.