

BUSTED HAFT THROWING, LLC

ASSUMPTION OF RISK AND RELEASE OF LIABILITY

Busted Haft Throwing LLC (“Busted Haft”) is an axe-throwing facility that allows customers to participate in axe throwing games.

Definition of Participant: Any customer or guest on Busted Haft’s premises, including minors, and including guests who do not actually throw any axes.

Inherent Risks: As with all activities, there are inherent risks of injury at Busted Haft. Inherent risks are those risks that cannot be eliminated without changing the nature of the activity.

Some 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 target and/or 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.

Types of Injury: All Participants must understand three categories of injuries that may occur as a result of these inherent risks.

The most common are minor injuries, which include but are not limited to hand injuries (splinters, calluses, skin tears, pinches, punctures, and cuts), bruises and scrapes, and muscle strains.

Major injuries include, but are not limited to, broken bones, joint/ligament/tendon injuries, internal injuries, concussions, back injuries, and eye injuries.

Catastrophic injuries, though very rare, include but are not limited to: loss of vision or hearing, permanent disabilities, heart attack, stroke, paralysis, or death.

Assumption of Inherent Risks: The signer acknowledges that he/she had read the above warning regarding the nature of activities at Busted Haft and their associated risks. The Participant affirms that

He/She understands the demands of axe throwing at Busted Haft relative to his/her skill level and health condition.

He/She understands the types of injuries that may occur as a result of Busted Haft’s activities and is not relying on Busted Haft to list all of the potential associated risks.

He/She understands the potential impacts of the risks on his/her well-being, lifestyle, and potential future careers.

Participant hereby asserts that his/her participation is voluntary and that he/she knowingly assumes all inherent risks, both known and unknown.

Waiver of Liability for Negligence: In consideration of permission for the Participant to use the Busted Haft facility and services and participate in Busted Haft’s activities, today and on all future dates, the Participant, on behalf of himself/herself, and their spouse, heirs, personal representatives, assigns, or others making a claim on behalf of Participant, do hereby release, waive, discharge, and covenant not to sue Busted Haft, its owners, directors, officers, employees, members, lessors, lessees, volunteers, independent contractors, equipment providers, and agents, (hereafter referred to, collectively, as “Protected Parties”) from liability from any and all claims arising from the NEGLIGENCE of Busted Haft or other Protected Parties and/or the presence of Participant on the premises of Busted Haft.

This Assumption of Risk and Waiver of Liability also applies to, but is not limited to, any/all claims resulting from the damage to, loss of, or theft of property. Participant releases Busted Haft from any claims and rights that Participant has now against Busted Haft and/or may have in the future against Busted Haft.

Clarifying Clauses:

I understand that if, in spite of the above clause, legal action is brought, either the appropriate trial court in Wells County, Indiana has the sole and exclusive jurisdiction and that only the substantive laws of Wells County shall apply.

I give Busted Haft authority to secure help and/or administer emergency first aid, when deemed necessary and give Busted Haft authority to secure emergency medical care/transportation and I agree to assume all costs of care and transportation.

I will inform Busted Haft of any injury (even minor injuries) prior to leaving the Busted Haft facility.

Media Release: Busted Haft has my permission to use any photographs, images, or likenesses taken of the Participant in its marketing brochures, ads, videos, website, or other media.

I agree to obey all rules and alert the staff to any rule violations or dangerous behavior of co-participants.

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

I agree to obey all posted signs and stay out of prohibited areas.

I acknowledge that Busted Haft has authority to end my participation without refund if my participation presents a danger to myself and/or others or if I fail to follow rules or procedures.

Acknowledgement of understanding:

I, the participant, have read this Assumption of Risk and Waiver of Liability and fully understand its terms. I understand that I am giving up substantial rights that might belong to me.

Printed Name

Signature

Date

Age

Email of Participant or Parent and/or Guardian (If Participant is under 18 years of age)

Signature of Parent and/or Guardian (If Participant is under 18 years of age)