

FORGED AXE THROWING

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS, INDEMNITY AGREEMENT, AND
JURISDICTION AGREEMENT**
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.
PLEASE READ CAREFULLY!

Initial

Please Print

Name:	Date of birth:
Address:	
Phone:	Email:

TO: FORGED AXE THROWING
(hereinafter referred to as "FAT")

DEFINITIONS:

In this agreement:

- the term "**AXE THROWING**" shall apply to any activity involving axe throwing including recreational, individual, group, events, practice, competition; whether supervised or unsupervised.
- the term "**INJURY**" shall refer to all forms of physical, mental, and emotional injury in any way related to axe throwing including death.

ASSUMPTION OF RISKS – AXE THROWING, AXES AND OTHER RELATED ACTIVITIES, ETC.

I am aware that AXE THROWING WHETHER AS A PARTICIPANT OR SPECTATOR involves risks, dangers and hazards not normally associated with more mainstream activities or activities I am more familiar with.

I acknowledge and accept that FAT and their staff may not be able to predict or prevent accidents. These may include, but are not limited to: getting hit with own axe, getting hit with someone else's axe, getting hit by a loose or random axe, slipping, falling, cuts and bruises from axe blades, defective equipment and axes, broken or damaged axes, throwing within or outside of one's own ability or within or outside designated areas; human error, failure to forecast or recognize a hazardous situation, negligence of others and **NEGLIGENCE ON THE PART OF OTHER PARTICIPANTS, SPECTATORS, FAT OR THEIR EMPLOYEES, AND CONTRACTORS INCLUDING THE FAILURE OF FAT OR THEIR EMPLOYEES, AND CONTRACTORS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF AXE THROWING**

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH AXE THROWING AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of **FAT** allowing me to participate in AXE THROWING, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

- TO WAIVE ANY AND ALL CLAIMS** that I have or may have in the future against **FAT** and their directors, officers, employees, instructors, agents, independent contractors, representatives, successors and assigns (all of whom are hereinafter referred to as the "RELEASEES") and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in AXE THROWING, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIER'S LIABILITY ACT, R.S.B.C. 1996, c.337, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF AXE THROWING

Initial

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, INDEMNITY AGREEMENT,
AND JURISDICTION AGREEMENT (continued)**

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in AXE THROWING;
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any costs they may incur for medical costs, and litigation resulting from my participation in AXE THROWING;
4. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
5. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction, and
6. Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of AXE THROWING other than what is set forth in this Agreement.

Initial

FAT has my permission to use my photograph publically to promote the experience. I understand that the images may be used in print publications, online publications, presentations, websites, and social media. I also understand that no royalty, fee or other compensation shall become payable to me by reason of such use.

I CONFIRM THAT I AM THE FULL AGE OF NINETEEN (19) YEARS AND I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, 20_____

Signature of participant		Signature of witness
Clearly print name		Clearly print name
Phone number of participant		Phone number of witness

THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALLED WHERE INDICATED, DATED, SIGNED AND WITNESSED PRIOR TO PARTICIPATING WITH FAT.