

Flying Iron Axe Throwing, LLC Membership Application and Liability Waiver

Membership Agreement, Rules and Safety

To be eligible for a Flying Iron Axe Throwing Club membership, a candidate must be at least 18 years of age. The Club does not discriminate against candidates for membership based on gender, sexual orientation, race, religion, disability, or creed.

MEMBERSHIP DUES: The Membership Fee of \$10 per person is included in your first reservation rate and are sold on an annual basis in the same manor. A temporary guest or spectator pass is \$5 per visit. The temporary guest pass is only good for 2 hrs. The Club reserves the right to increase membership dues for new or renewing members on an annual basis. All charges, dues, and fees are billed directly to the member and can be made by cash or credit card.

The Club reserves the right to **change modify, in its sole and absolute discretion, its standard operating hours** at any time. The Club reserves the right, in its sole and exclusive discretion, to **close the Club for Private Events** during standard operating hours. The Club may be booked for a private event at any time outside of the operating season or standard operating hours. Club Staff reserve **the right to refuse or discontinue service to anyone** at any time with or without a reason.

Members and their guests shall be **mindful of their behavior** and how it affects other members and the public. To avoid noise complaints from nearby residents, members and guests whose behavior is deemed to be loud, inappropriate, and/or offensive may be asked to leave the Club.

VERBAL ABUSE: Our staff treats all members and their guests with the utmost respect, and the Club insists that our members and their guests treat such staff and other members with the same courtesy. Under no circumstances whatsoever shall the Club tolerate abusive, violent, destructive, and/or harassing behavior from a member or their guest(s). If such behavior occurs, the Club reserves the right to remove the member and their guest(s) from the premises immediately.

Each Member, and each of his or her guests, must bring a valid **form of identification** every time they visit the Club. This is required by state and local law enforcement and is not subject to any exception. Valid forms of identification include a state-issued driver license or identification card, passport, or military ID. IDs must not be expired or damaged.

LOST/STOLEN ITEMS: We are not responsible for lost or stolen items.

DAMAGE: Members and their guests shall be respectful of Club property, and **shall not steal, damage, or vandalize such property**. If a member damages any item of Club property, his or her account shall be billed for all damage caused thereby, and the Club may cancel their

membership with no proration or refund of their reservation or membership dues. Likewise, if any guest or child of a member damages any item of Club property, the account of the member who sponsored such guest or child shall be billed for all damage caused by his or her guest, and the Club may cancel the sponsoring member's membership with no proration or refund of reservation or membership dues.

FOOD: Members and their guests may bring their own meals and beverages to the Club, provided that his or her items are kept neat and the consuming member or guest cleans up after him or herself.

ALCOHOL: Members and their guests may bring beer or wine into the Club at any time. Members may not consume any alcoholic beverage if they are not at least 21 years of age. If a member is found to be drinking alcohol while not at least 21 years of age, their membership will be immediately revoked, and they will be asked to leave the club. No member shall bring hard liquor or mixed drinks to the Club and any member or guests seen with hard liquor or mixed drinks will be removed from the premises immediately. Open alcohol containers may not be removed from the Club from any entry or exit. Members assume all liability regarding open container laws in the state of Ohio if this rule is not followed. Members and guests shall not pass alcoholic beverages to minors or anyone who does not have a valid ID.

PHOTOGRAPHS, VIDEOS AND RECORDINGS: I release any and all photos/videos taken of me and/or my child/ward at Flying Iron Axe Throwing, LLC. I acknowledge that Flying Iron Axe Throwing, LLC will own such Images and further grant Flying Iron Axe Throwing, LLC permission to print, copyright, publish, use, distribute, modify, display and reprint such images in any manner whatsoever related to Flying Iron Axe Throwing, LLC business, including without limitation, brochures, website images, publications, advertisements or other electronic displays and transmissions thereof. I further waive any right to inspect or approve the use of the Images by Flying Iron Axe Throwing, LLC prior to its use. I forever release and hold Flying Iron Axe Throwing, LLC harmless from any and all liability arising out of the use of the Images in any manner or media whatsoever and waive any and all claims and causes of action relating to use of the Images, including without limitations, claims for invasion of privacy rights or publicity. Members and their guests may take photographs, provided the volume or nature of such photography does not adversely affect the environment or the enjoyment of other guests, in which case, Staff may request that such photography be discontinued.

FURNITURE: Members and their guests are invited to enjoy the Club's furniture, but shall not move the furniture, or spread out in a manner that restricts other members and their guests from finding seating or accessing walkways. **Walkways shall have thirty-six inches (36") of clearance at all times.**

MINORS: A Member may bring their children ages 13-17 with them at any time to participate under their supervision. Once the child reaches 18 years of age, they must apply for their own membership.

This Membership Agreement may be amended from time to time at the sole and absolute discretion of the Club.