

Waiver of Liability, Assumption of Risk, and Hold Harmless Agreement

Hank's Hatchets

In consideration for permission to participate in the training program, related events, and activities in association with Hanks Hatchet House Inc. ("Hank's Hatchets"):

1. I fully understand and appreciate the dangers, hazards, and risks inherent in axe throwing and being in proximity to throwing axes, including the inherent risks associated with the use and misuse of these dangerous weapons. I am fully aware of risks and hazards connected with being at the axe throwing facility (hereinafter the "Premises") and participating in the activities, including the potential for injury, permanent paralysis, and death, and I am fully aware that there may be risks and hazards unknown to me connected with being on the Premises and participating in such activities.
2. I acknowledge and understand that I will be voluntarily engaging in activities which may result in the risk of serious injury, scarring, loss of an important bodily function, permanent disability, or death, and may cause severe social or economic losses due to not only my own actions, inaction or negligence, but also to the action, inaction or negligence of others or conditions of the Premises or of any equipment used. I acknowledge that **handling of and proximity to throwing axes is an inherently dangerous activity** and there may be other risks not known to me or not reasonably foreseeable at this time.
3. I hereby elect to voluntarily participate in and assume all the foregoing risks and accept personal responsibility for the damages following such injury, permanent disability or death. I further elect to enter upon the premises and engage in said activities knowing that conditions may be hazardous, or may become hazardous or dangerous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of my presence at Hank's Hatchets, whether caused by the negligence of releasees or otherwise.
4. I hereby agree to comply with all Montana laws regarding the use and possession of dangerous weapons.
5. I hereby release, waive, discharge and covenant not to sue Hank's Hatchets, its officers, servants, agents, and employees (hereinafter referred to as "releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me, or to any property belonging to me, whether caused by the negligence of the releasees, or otherwise, as a result of my participation in any gun related activities. I hereby agree and covenant to save and hold harmless, indemnify, and defend any claim against Hank's Hatchets and its shareholders, directors, officers, employees or agents, as a result of my participation in the program or any other gun-related activities, whether caused by the negligence of any or all of the releasees, or otherwise. I hereby agree and covenant to save and hold harmless, indemnify, and defend any claim against Hank's Hatchets and its shareholders, directors, officers, employees or agents, arising out of my own presence at Hank's Hatchets and participation in the activities therein.
6. It is my express intent that this Release shall bind the members of my family and spouse, if I am alive, and my estate, heirs, assigns, and personal representative, if I am deceased. My signature to this document shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue by all the above-named releasees.
7. I acknowledge that Hank's Hatchets does not provide, sell, or serve alcoholic beverages on the Premises. Should I provide alcohol to family, friends, guests, or third parties, I acknowledge that I am solely responsible for any and all damages suffered as a result of providing alcohol to others. Should I consume alcohol on the Premises, I acknowledge that I am solely responsible for any and all damages suffered by myself or that I may cause to third parties as a result of said consumption.
8. Hank's Hatchets, its owners, operators, employees, agents, and servants are not responsible or liable for any damages to myself or third parties that result from the consumption of alcohol by myself or others, to include, but not limited to, property damage, personal injury, death, disfigurement, or loss of consortium. I hereby agree that I will not participate in any programs, events, or activities associated with the Hank's Hatchets while under the influence of drugs or impaired by alcohol. Should I choose to drink alcohol, I warrant and represent that I am fully responsible for my choice to imbibe and hereby waive and release Hank's Hatchets from any liability, claims, or causes resulting from this choice.

9. I acknowledge it is against the law to serve, provide, or make available alcohol to anyone under the age of twenty-one (21). I swear and affirm not to provide anyone under the age of twenty-one (21) with alcohol. I further acknowledge that should anyone in my party under the age of twenty-one (21) consume alcohol on the Premises (which is a violation of its rules), I am solely responsible for the safety and well-being of that individual. That I am solely responsible and liable for any damages that result from someone under the age of twenty-one (21) consuming alcohol.
10. **By signing this document you may be waiving your legal right to a jury trial to hold the provider legally responsible for any injuries or damages resulting from risks inherent in the sport or recreational opportunity or for any injuries or damages you may suffer due to the provider's ordinary negligence that are the result of the provider's failure to exercise reasonable care.**
11. In signing this release, I acknowledge and represent that:
- a. I have read the foregoing release, understand it, and agree to abide by the rules and regulations set forth herein, and sign said release voluntarily as my own free act and deed;
 - b. No oral representation, statements or inducements, apart from the foregoing written agreement, have been made;
 - c. I am at least eighteen (18) years of age and fully competent; OR *[Parents/guardians of minors only]* as the parent/guardian with legal responsibility for this participant, I do hereby consent and agree to his/her release of all releasees, and for myself, my heirs, assigns and next of kin, and release and agree to indemnify and hold harmless the releasees from any and all liability incidents on behalf of my minor child's involvement or participation in these programs as provided above;
 - d. I execute this release for full, adequate and complete consideration fully intending to be bound by its terms.

I AGREE TO PARTICIPATE, KNOWING THE RISKS AND CONDITIONS INVOLVED, AND DO SO ENTIRELY OF MY OWN FREE WILL.

Participant and/or Parent/Guardian (Printed Name)

Signature

Date