



WAIVER AND RELEASE FROM LIABILITY

In consideration of participating in axe throwing and related activities, and further intending to be legally bound, the undersigned:

1. Acknowledges and fully understands that he/she must be 18 years of age and will be engaging in activities that involve the potential risk of serious injury, including permanent disability and death, and potential severe social and economic losses which might result not only from his/her own actions, but also from the inactions or negligence, including gross negligence, of others. The undersigned further acknowledges that there may be other risks not known or not reasonably foreseeable at this time.

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2. Attests that he/she is physically fit to participate in the physical activities involved and is not intoxicated. If found to be intoxicated, this is cause for immediate removal from this activity.

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3. Assumes all the foregoing risks and accepts personal responsibility for the damages following any such injury, permanent disability or death.

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4. Consents to receive medical treatment that may be deemed advisable in the event of injury, accident, and/or illness during these activities.

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5. Releases, waives, discharges and covenants not to sue Peach Street Wings, Inc., including its respective affiliates, and each of their respective directors, officers, owners, agents or employees (collectively, the "Releasees"), to all of whom the benefits of this waiver and release from liability shall inure, from demands, losses or damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by negligence, including gross negligence, of the Releasees' or otherwise.

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6. Understands that while participating in these activities, he/she may be photographed, and agrees to allow his/her photo, video, or film likeness to be used for any legitimate purpose of Peach Street Wings, Inc., including its respective affiliates, successors or assigns.

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THE UNDERSIGNED HAS READ THE ABOVE WAIVER AND RELEASE FROM LIABILITY, UNDERSTANDS THAT HE/SHE HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGNS IT VOLUNTARILY. THE UNDERSIGNED FURTHER AGREES

AND ACKNOWLEDGES THAT THIS WAIVER AND RELEASE FROM LIABILITY SHALL BE CONSTRUED BROADLY TO PROVIDE A RELEASE AND WAIVER IN FAVOR OF THE RELEASEES TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

I UNDERSTATE THIS IS VOLUNTARY, AND THAT I AM PARTICIPATING IN THIS ACTIVITY FREELY AND WITHOUT INFLUENCE OF ANY SORT. I THEREFORE UNDERSTAND THAT I MAY CHOOSE TO NOT SIGN THIS WAIVER AND RELEASE FROM LIABILITY AND NOT PARTICIPATE IN THIS ACTIVITY.

Date: _____
Signature _____

Printed Name of Signer: _____

COMPLETE SECTION BELOW IF PARTICIPANT IS A MINOR: I HEREBY REPRESENT THAT I AM THE PARENT OR GUARDIAN OF THE MINOR, AND I HEREBY ACKNOWLEDGE AND AGREE TO THE FOREGOING ON BEHALF OF THE MINOR PARTICIPANT, IN MY INDIVIDUAL CAPACITY, AND IN MY CAPACITY AS PARENT OR GUARDIAN OF THE MINOR PARTICIPANT. I FURTHER REPRESENT THAT THE MINOR IS ABOVE THE AGE OF FOURTEEN.

Printed Name of Minor: _____

Birth Date of Minor: _____

Parent or Guardian Initial Here _____