

Stardust Lanes

Axe Throwing Agreement & Liability Waiver

Warning! You're Throwing Sharp, Pointy, Deadly Things...

If You Haven't Figured It Out Yet Throwing Axes is Hazardous to Your Health.

Serious Injury and/or Death Can Occur... PLEASE READ CAREFULLY!

Release of liability, waiver of claims, assumption of risks and indemnity agreement. By reading this document and then signing the waiver, you are waiving certain legal rights, including the right to sue.

I wish to participate in Axe Throwing at Stardust Lanes at my own risk. I am aware that the activity is **HAZARDOUS**, physically strenuous and involves certain risks. Those risks include but are not limited to; the risk of property damage, serious injury, paralysis, permanent disability, loss of limbs resulting from my negligence and/or others, malfunction of the equipment and injuries resulting from the throwing instruments (axes, knives, stars, etc.) and/or other participants not using proper safety procedures. In addition, I recognize that throwing axes could result in permanent injury or death.

I also understand that there is an inherent risk of injury to myself and others from these factors, from the equipment, and from other players and even though the activity is supervised by Fun Park personnel that I am solely responsible for the safety, and wellbeing of myself and the minors in my care.

Despite these and other risks, and with full understanding of such risks, I wish to participate in the axe throwing and hereby assume the risks. I hereby hold Stardust Lanes (Operator) harmless and indemnify them against any or all claims, action suits, procedures, cost expenses (including attorney's fees and expenses), damages and liabilities arising out of, connected with, or resulting from axe throwing. Including without limitation, those resulting from the manufacture, selection delivery, possession, use or operation of such equipment.

I understand that it is recommended that I have accidental medical coverage and agree that if I do not have accidental medical coverage, I will be financially responsible for any and all charges and fees incurred in the rendering of said treatment.

I agree to obey the Safety Instructions and Rules and to further use the equipment so as not to injure myself or others. I agree that my right to participate in axe throwing and use the equipment may be terminated without refund if I fail to follow such Safety Instructions and Rules. I also waive and release Stardust Lanes from any and all liability for any and all injuries and illness that occur while participating in axe throwing.

I accept full responsibility for return of all equipment in good condition **or** to pay replacement cost upon termination of the game.

I, on behalf of myself, my estate, heirs, executors, administrators and assigns do hereby indemnify the owners of Stardust Lanes, their suppliers, and their respective agents, officers and employees from any and all claims, actions, lawsuits, procedures, costs, expenses, damages and/or liabilities whatsoever connected with, or resulting from

axe throwing or spectating and from the use of equipment or premises whether resulting from the negligence of any party or otherwise. I further agree to indemnify the same said parties against any and all liabilities that may arise between myself and a third party.

There will be no alcohol service while axe throwing, and there will be no axe throwing for those who show signs of intoxication, per WSLCB. Only one person is allowed in the axe throwing lane at a time and all throwing participants must sign a liability form and have a wristband to participate.

I have read and fully understand this **“Axe Throwing Agreement and Liability Waiver”** and recognize that it is legally binding contract. If I have any doubts concerning any aspect of its content, I will not participate until I obtain legal advice. I certify that I am at least 18 years of age (**Minors must have parental consent**) and in good health and do not suffer from a heart condition or other ailments/conditions which could be exacerbated by the exertion involved in axe throwing and that I further intend to be bound by this agreement.

Photo & Video Release: I hereby irrevocably grant Stardust Lanes, its successors and partners the right to record my likeness and/or voice on tape, film or digital media. I also allow them to edit such tape, film, or digital media at their discretion and to incorporate the same into video, TV, radio, web or print advertisement, or video for Stardust Lanes promotions without payment of fees.