

DIRECTORATE OF FAMILY AND MORALE, WELFARE, AND RECREATION
OUTDOOR ADVENTURE CENTER

Axe Throwing Agreement & Liability Waiver

Date: ____ / ____ /20____ LOCATION: _____

Last Name: _____ First Name: _____

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

I, _____ (*the undersigned*) wish to participate in Axe Throwing Activity through the Outdoor Adventure Center (OAC) an activity within the Directorate of Family and Morale, Welfare, and Recreation (DFMWR) 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 Outdoor Adventure Center 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 the Outdoor Adventure Center (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. In case of an injury, I authorize the staff of OAC to render first aid and I hereby authorize the OAC staff to act for me in case of an emergency. I also waive and release the OAC from any and all liability for all injuries and illness that occur while participating in axe throwing. 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 of the equipment may be terminated without refund if I fail to follow such Safety Instructions and Rules. 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 Outdoor Adventure Center, Directorate of Family and Morale, Welfare, and Recreation, the United States Government, Department of Defense, and Department of Army, 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 all liabilities that may arise

between myself and a third party. 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 **see below**) 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.

Initials : _____

Photo & Video Release: I hereby irrevocably grant OAC and DFMWR, 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 Outdoor Adventure Center promotions without payment of fees.

Participant’s Information (PLEASE PRINT):

First/Last Name: _____ Age: _____

Address: _____ City/Zip Code: _____

Home Phone: _____ Mobile Phone: _____

E-Mail Address: _____

Signature: _____

Date: ____/____/____

FOR PARTICIPANTS OF MINORITY AGE

(under age 18 at the time of registration)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the releases, and for myself, my heirs, assigns, and next of kin. I release and agree to indemnify and hold harmless OAC and DFMWR from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, **EVEN IF ARISING FROM THEIR NEGLIGENCE** to the fullest extent permitted by law. Please ensure the child's name is entered above as a “Participant. I declare I am the legal parent/guardian of this minor child.

Initials: _____

Legal Parent/Guardian's Name (PLEASE PRINT):

First/Last Name: _____

Signature: _____

Date: ____/____/____

Please Note: Waivers are kept on file and contract remains valid until written notice is received to terminate such agreement.