

**THIS DOGWOOD AXE THROWING RELEASE OF LIABILITY, WAIVER AND ASSUMPTION AGREEMENT** ("Agreement") is made as of this date (the "Activity Date"), by and between Dogwood Social House, LLC, a Missouri Limited Liability Corporation (AKA "DSH") (the "Releasees"), and the person(s) named below ("Participant").

NOW, THEREFORE, in consideration of the mutual covenants and representations herein set forth, the Participant and Releasees agree as follows:

1. It is understood by all parties, that Recreational Axe Throwing (the "Activity") can be **HAZARDOUS AND PRESENT A DANGER TO PARTICIPANT**. If at any time the Participant believes conditions to be unsafe, he/she will immediately discontinue further participation in the Activities, further; Participant agrees to abide by the House Rules (the "Rules") as they are published at the facility and Participant may request a copy of from management.
2. In consideration for participating in the Activity on the Activity, which consideration is hereby expressly accepted and acknowledged, myself as the Participant, I, FOR MYSELF, MY HEIRS, PERSONAL REPRESENTATIVE OR ASSIGNES HEREBY RELEASE, ACQUIT, AND FOREVER DISCHARGE, WITHOUT QUALIFICATION OR LIMITATION AND HOLD HARMLESS the Releasees from any and all claims I may now and/or in the future may have against the Releasees, and from any and all liability, for any personal injury, death and/or property damage, expense, and/or loss sustained by the Participant, incurred on his/her account as a result of the Participant's participation in the Activity due to any cause whatsoever, including but not limited to and without limitation, negligence, gross negligence, willful misconduct, including the failure to take reasonable steps to safeguard or protect the myself, risk, dangers, and/or hazards of participating in the Activity, and/or breach of statutory or other duty, including duties arising from occupier's liability legislation and further agrees that if, despite this release, the Participant or any other person makes a claim on the Participant's behalf against any of the Releasees, THE UNDERSIGNED WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ANY LIABILITY, LITIGATION EXPENSES, ATTORNEY FEES, LOSSES, DAMAGES OR COSTS ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM, WHETHER ASSERTED BY THE UNDERSIGNED, THE PARTICIPANT, OR ANOTHER PERSON.
3. **THE PARTICIPANT ACKNOWLEDGES AND ACCEPTS** that the Activity is inherently risky and dangerous, and exposes the Participant to the possibility of personal injury, death, property damage and/or loss resulting therefrom. Risks may arise out of contact and/or participation with other participants, equipment and other mishaps. Risks may be caused by the Participant's own actions, or inaction, the actions or inaction of others participants, the condition of the facilities in which the Activities take place, and/or THE NEGLIGENCE OF THE "RELEASEES." Some Risks cannot be predicted or controlled. There may be other risks and social and economic losses either not known to me or not readily foreseeable at this time.
4. **IT IS AGREED AND UNDERSTOOD** that if the Participant commences such an action, or takes such proceedings, and the Releasees are added to such proceeding in any manner whatsoever, whether justified in law or not, the Participant will immediately discontinue the proceedings and/or claims. This Release of Liability, Waiver, and Assumption of Risk shall operate conclusively as an estoppel in the event of any claim, action, complaint or proceeding which might be brought in the future by the Participant with respect to the matters covered by this Release of Liability, Waiver, and Assumption of Risk. This Release of Liability, Waiver, and Assumption of Risk may be pleaded in the event any such claim, action, complaint or proceeding is brought, as a complete defense and reply, and may be relied upon in any proceeding to dismiss the claim, action, complaint or proceeding on a summary basis and no objection will be raised the Participant in any subsequent action that the other parties in the subsequent action were not privy to formation of this Release.
5. **THE PARTICIPANT HEREBY AGREES** that this Release of Liability, Waiver, and Assumption of Risk will be governed by applicable local Laws and that any dispute arising from this Release of Liability, Waiver, and Assumption of Risk will be adjudicated by the State of Missouri.
6. **SEVERABILITY:** If any provision of this document is determined to be invalid for any reason, such invalidity shall not affect the validity of any of the other provisions, which other provisions shall remain in full force and effect as if this document had been executed with the invalid provision eliminated.
7. **MINORS: IT IS AGREED UPON THAT NO ONE UNDER THE AGE OF 18 IS ALLOWED TO PARTICIPATE.** If participant misrepresents legal age of consist, DSH can NOT be held liable for this action as outlined in paragraphs above.
8. **PHOTOGRAPHS, VIDEOS AND RECORDINGS:** I release all photos taken of me at DSH, LLC. I acknowledge that DSH, LLC will own such "Images" and further grant DSH, LLC permission to copyright, display, publish, distribute, use, modify, print and reprint such Images in any manner whatsoever related to DSH, LLC business, including without limitation, publications, advertisements, brochures, web site images, or other electronic displays and transmissions thereof. I further waive any right to inspect or approve the use of the Image by DSH, LLC prior to its use. I forever release and hold DSH, 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 limitation, claims for invasion of privacy rights or publicity.
9. **FUTURE CONTACT:** By providing my email address and / or cell phone number I explicitly allow DSH, LLC to send me future communication. I understand that I may incur a fee from my provider, but DSH, LLC will not charge me any fees for this service, and I will be able to opt out at any time from receiving these messages. **If I do not wish to receive emails enter the email address as none@none.com**, and you may ask for a copy of this waiver printed off instead of emailed.

**I, THE UNDERSIGNED PARTICIPANT, HEREBY CERTIFY THAT I AM AT LEAST 18 YEARS OLD, THAT I HAVE COMPLETELY READ AND UNDERSTAND THIS AGREEMENT AND ITS TERMS. THAT PRIOR TO SIGNING THIS AGREEMENT, I HAD THE OPPORTUNITY TO ASK ANY QUESTIONS ABOUT THIS AGREEMENT. I FURTHER CERTIFY THAT I AM AWARE THAT BY SIGNING THIS AGREEMENT I ASSUME ALL RISKS.**

**I WAIVE AND RELEASE CERTAIN RIGHTS THAT I AND EACH OF MY HEIRS, NEXT OF KIN, FAMILY, RELATIVES, GUARDIANS, CONSERVATORS, EXECUTORS, ADMINISTRATORS, TRUSTEES AND ASSIGNS MAY HAVE AGAINST RELEASEES.**

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Date of birth: \*(MM/DD/YYYY) \_\_\_\_\_ Phone number: \_\_\_\_\_ Email address: \* \_\_\_\_\_

