

WAIVER AND RELEASE OF LIABILITY

WARRANTY AND CONSENT ASSUMPTION OF RISK RELEASE AND WAIVER OF LIABILITY INDEMNITY AGREEMENT TO: NORSE AXE THROWING LLC, IN CONSIDERATION of allowing me to participate in Norse Axe Throwing (hereinafter the "Activity"), related events and activities provided by Norse Axe Throwing LLC. I warrant to you that I

1. am familiar with the risk of serious injury and death which any participant in the Activity must assume, and
2. believe that I am physically, emotionally and mentally fit to participate in the Activity and that all equipment provided is mechanically for my use in the Activity, and
3. understand that all applicable rules (written or verbal) for participation must be followed and that at all times the sole responsibility for personal safety remains with me, and
4. will immediately remove myself from participation, and notify the nearest official or employee, if at any time I sense or observe any unusual hazardous or unsafe condition or if I feel that I have experienced any deterioration in my physical, emotional or mental fitness for continued participation in the Activity.
5. assume all the foregoing risks and accept personal responsibility for the damages following such injury, permanent disability, or death.

I UNDERSTAND AND AGREE: ON BEHALF OF MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, THAT MY PARTICIPATION IN THE ACTIVITIES AND EXECUTION OF THIS DOCUMENT CONSTITUTES:

1. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.
2. NORSE AXE THROWING LLC has put in place preventative measures to reduce the spread of COVID-19; however, NORSE AXE THROWING LLC cannot guarantee that you will not become infected with COVID-19. Further, participating in the Activity could increase your risk of contracting COVID-19.
3. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participating in the Activity and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 while participating the Activity result from the actions, omissions, or negligence of myself and others, including, but not limited to, Norse Axe Throwing LLC employees, volunteers, and program participants and their families.
4. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience while participating in the Activity. On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless Norse Axe Throwing LLC, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Norse Axe Throwing LLC, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in the Activity.

I HAVE THOROUGHLY READ THE ABOVE WAIVER AND RELEASE OF LIABILITY.

I FULLY UNDERSTAND THAT THE RELEASEES ARE RELYING UPON MY WARRANTIES, ASSUMPTIONS, WAIVER AND RELEASE, UNDERTAKINGS AND AGREEMENTS WHEN ACCEPTING MY PARTICIPATION IN THE ACTIVITIES.

I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I GIVE UP SUBSTANTIAL LEGAL RIGHTS AND I DO SO VOLUNTARILY.

I SIGN THIS DOCUMENT VOLUNTARY AND AGREE TO ABIDE BY THE RULES AND REGULATIONS LISTED.

FIRST NAME: _____ LAST NAME: _____

DATE OF BIRTH: _____ ZIP CODE: _____

E-MAIL: _____

EMERGENCY CONTACT: _____ RELATION: _____

PHONE NUMBER: _____

SIGNATURE: _____ DATE: _____