

AXE LANE & RAGE ROOM WAIVER

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

Instructions: document must be completely initialed, signed and dated. Please initial the beginning space of each paragraph confirming that you have received and reviewed this waiver. Once you have thoroughly read and understand your waiver, affix a signature at the bottom of the second page.

I, ([REDACTED]) wish to participate in Axe Throwing & Rage Room at
(Print full name)

WILD WEST ENTERTAINMENT LLC. 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 axe throwing & rage room instruments (hatchets, axes, knives, bats, sledgehammers hammers etc.) and/or other participants not using proper safety procedures. In addition, I recognize that throwing axes & smashing things could result in permanent injury or death.

[REDACTED] 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 WILD WEST ENTERTAINMENT LLC. personnel and 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 rage room and hereby assume the risks. I hereby release WILD WEST ENTERTAINMENT LLC. (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 and/or rage room Including without limitation, those resulting from the manufacture, selection delivery, possession, use or operation of such equipment. I also waive and release WILD WEST ENTERTAINMENT LLC. from any and all liability for any and all injuries and illness that occur while participating in axe throwing and/or rage room

[REDACTED] 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 rage room and use the equipment may be terminated without refund if I fail to follow such Safety Instructions and Rules.

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

[REDACTED] I, on behalf of myself, my estate, heirs, executors, administrators and assigns do hereby indemnify the owners of WILD WEST ENTERTAINMENT LLC., 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 and rage room. 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.

_____ I have read and fully understand this "Axe Throwing and Rage room Agreement and Liability Waiver" and recognize that it is a 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 12 years of age for axe and at least 16 years of age 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 rage room and that I further intend to be bound by this agreement.

Initials:

_____ Photo & Video Release: I hereby irrevocably grant WILD WEST ENTERTAINMENT LLC., 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 WILD WEST ENTERTAINMENT LLC. promotions without payment of fees. Please be advised that you do not have to initial this section if you do not consent to having your images/media utilized by Wild West Entertainment LLC.

Participant's Information:

NAME: _____

DOB _____

EMAIL: _____

ADDRESS: _____

PHONE NUMBER: _____

Signature: _____

Date: ____/____/____

Initials

Axe Lanes Rules

1. **NO SMOKING ON PREMISES AT ALL TIMES.**
2. **All minors under the age of 18 need to have supervision from an adult at least 25 years of age with an ID present.**
3. **Everyone needs to check in with a proper ID and sign our waivers! Customers must initial each section on the waiver as well as this page to acknowledge the rules.**
4. **Throwers MUST have closed toe shoes to participate. Footwear MUST be worn at all times. We promote safety!!!**
5. **Any injuries from a splinter to an amputation needs to be reported to a staff member!**
6. **Registered service animals are allowed but we do not allow emotional support animals. We are versed in the difference and will not make an exception.**
7. **Time schedules are structured and we cannot accommodate for extra time if you are late for your reservation time. The entirety of your party must be present to begin or the time will start without them.**
8. **Must always keep the floor of items at all times. We cannot have the floor cluttered with backpacks, purses, etc.. As it is a safety hazard. If you are asked to tidy up your lane more than once, we reserve the right to terminate your lane and ask you to leave early.**
9. **Only store bought or commercially made food is allowed and any severe allergies should be brought to our staff members attention for safety precautions.**
10. **After your throwing turn, do not hand the hatchet to the next person; place it back into the holder.**
11. **Our hatchets & axes are designed for throwing with means they are able to take some awkward hits, but are not intended to be thrown aggressively, or in an intentionally destructive manner. If you are spoken to more than once regarding your method of throwing you may be asked to leave.**
12. **Once your group starts to throw, there are no “substitutions” for other people to replace those who leave or decide they don’t want to participate. Anyone touching the axes needs to pay to do so. We cannot guarantee accommodations to add new members to your party group.**
13. **We like enthusiasm as much as the next guy, but we also do not want our stuff broken. If we feel that the damage done was intentional and not normal wear and tear we will charge a \$50 restocking fee and for the replacement of the item. If the individual who caused the damage does not pay prior to leaving, we will charge the individual’s card who was used for the booking process. Regardless of whose card it is. Remember we do have these waivers we can reference if the booking party paid in cash, if this fee is not PAID, you AND YOUR ENTIRE PARTY may be banned from our establishment.**
14. **The staff at Wild West Entertainment & Gaming LLC retains the right to enforce all above rules along with such other and further as we see fit for the safety and well being of everyone and our establishment.**
15. **You must initial the top of this sheet confirming that you have received and acknowledged these rules, otherwise you will not be allowed to participate.**

Initials

Rage Room Rules

1. Signed Waivers are MANDATORY before entering the rage rooms.
2. Ages 13-17 require an adult supervising who is at least 25 years of age with an ID to participate.
3. No personal weapons are allowed in the Rage Rooms.
4. You must be equipped with our own PERSONAL PROTECTIVE GEAR to participate. (Hard Hat, Goggles, Gloves)
5. Expecting mothers are not permitted in the rooms.
6. Anyone visibly under the influence or suspected to be under the influence cannot partake in Rage Rooms.
7. No food or drinks allowed inside rooms.
8. Closed toe shoes are required. No crocs, birkenstocks, or clogs.
9. No throwing or smashing items against the windows or doors!
10. NO SMOKING AT ALL TIMES.
11. We may give ONE warning but are not obligated to. Our staff reserves the right to ask you to leave at any point and time. If we feel you're being disrespectful and unsafe we will use our own judgment and you will be asked to leave. If you refuse or cause issues for being asked to leave, you will be banned.
12. This form must be initialed up at the top to participate. This is an acknowledgement of our rules.
13. If you are choosing to bring your own breakable items to the rage room they must be approved by our staff. We have the right to refuse any items we feel are unsafe.

Examples of PERMITTED items.

CUPS/MUGS

RECORDS

FLAT SCREEN TVS

PLATES/BOWLS

Examples of NON PERMITTED items.

LIGHT BULBS

AEROSOL CANS

PAINT CANS

TUBE TVS

NO OUTSIDE SMASHING EQUIPMENT

Wild West Entertainment and Gaming thanks you for your cooperation and understanding as it is our #1 priority to bring positive fun and entertainment to the community, in the safest way possible for all. Thank you for your support!

Minor addendum:

I hereby consent to same above waiver and release on behalf of the following minors which I am attesting to being fully responsible for at the time of utilizing Wild West Entertainment LLC.:

NAME: _____

DOB: _____

ADDRESS: _____

NAME: _____

DOB: _____

ADDRESS: _____

NAME: _____

DOB: _____

ADDRESS: _____

NAME: _____

DOB: _____

ADDRESS: _____

Print name of Consenting Adult: _____

Signature of Consenting Adult: _____

Date: ____/____/____