HitZ the Spot Axe Throwing Waver

Closed toe shoes are required.
No Exceptions.

Participant: Any customer or guest on HitZ the Spot's premises, including minors, and guests who do not actually throw any axes.

Inherent Risks: As with all activities, there are inherent risks of injury at HitZ the Spot. Inherent risks are those risks that cannot be eliminated without changing the nature of the activity.

Some risks include, but are not limited to: General facility risks: slips, falls, or trips due to uneven pavement or flooring, wet, icy, or slippery surfaces, or items left on the floor; falling target and/or construction components.

Human error risks: erratic or negligent actions; failure to follow instructions, inadvertent inattentiveness, incorrect throwing or playing techniques, errors in judgment, failure to adequately train participants, judgment errors in emergency care, and inadequate emergency training of personnel.

Axe throwing risks: being hit by an axe – thrown or held – due to participant or staff inattentiveness, neglect, failure to follow instructions, incorrect throwing or playing techniques, errors in judgment, inadequate training, or purposeful or accidental assault and battery by a participant.

Types of Injury: All Participants must understand three categories of injuries that may occur as a result of these inherent risks. The most common are minor injuries, which include but are not limited to hand injuries (splinters, calluses, skin tears, pinches, punctures, and cuts), bruises and scrapes, and muscle strains. Major injuries include, but are not limited to, broken bones, joint/ligament/tendon injuries, internal injuries, concussions, back injuries, and eye injuries. Catastrophic injuries, though very rare, include but are not limited to: loss of vision or hearing, permanent disabilities, heart attack, stroke, paralysis, or death.

Assumption of Inherent Risks: The signer acknowledges that he/she had read the above warning regarding the nature of activities at HitZ the Spot and their associated risks. The Participant affirms that (1) he/she understands the demands of axe throwing at HitZ the Spot relative to his/her skill level and health condition; (2) he/she understands the types of injuries that may occur as a result of HitZ the Spot's activities and is not relying on HitZ the Spot to list all of the potential associated risks; (3) he/she understands the potential impacts of the risks on his/her well-being, lifestyle, and potential future careers. Participant hereby asserts that his/her participation is voluntary and that he/she knowingly assumes all inherent risks, both known and unknown.

Waiver of Liability for Negligence: In consideration of permission for the Participant to use the HitZ the Spot facility and services and participate in HitZ the Spot activities, today and on all future dates, the Participant, on behalf of himself/herself, and their spouse, heirs, personal representatives, assigns, or others making a claim on behalf of Participant, do hereby release, waive, discharge, and covenant not to sue HitZ the Spot, its owners, directors, officers, employees, members, lessors, lessees, volunteers, independent contractors, equipment providers, and agents, (hereafter referred to, collectively, as “Protected Parties”) from liability from any and all claims arising from (1) the NEGLIGENCE of HitZ the Spot or other Protected Parties, and (2) the presence of Participant on the premises of HitZ the Spot. This Assumption of Risk and Waiver of Liability also applies to, but is not limited to, any/all claims resulting from the damage to, loss of, or theft of property. Participant releases HitZ the Spot from any claims and rights that Participant has 1) now against HitZ the Spot and/or 2) may have in the future against HitZ the Spot.

Clarifying Clauses:

· I understand that, in spite of the above clause, if legal action is brought, it will be in the appropriate trial court in Lake County, IL. The state of Illinois has the sole and exclusive jurisdiction and only the substantive laws of the state of Illinois shall apply.

· I give HitZ the Spot authority to secure help and/or administer emergency first aid, when deemed necessary and give HitZ the Spot authority to secure emergency medical care/transportation and I agree to assume all costs of care and transportation.

· By signing this waiver I authorize HitZ the Spot to send text messages to my cell phone or the phone number I indicated on this waiver. I understand that text messaging rates may apply to any messages received from HitZ the Spot.
I also understand that I or HitZ the Spot may revoke this permission in writing at any time. I agree not to hold HitZ the Spot liable for any electronic messaging charges or fees generated by this service.

HitZ the Spot Axe Throwing Waver

Closed toe shoes are required.
No Exceptions.

· I will inform HitZ the Spot of any injury (even minor injuries) prior to leaving the HitZ the Spot premises.

· I agree to obey all rules and alert the staff to any rules violations or dangerous behavior of co-participants.

· I understand I am to cease activity immediately and inform staff if I feel any unusual discomfort or serious injury.

· I agree to obey all posted signs and stay out of prohibited areas.

· Media Release: HitZ the Spot has my permission to use any photographs, images, or likenesses taken of the Participant in its marketing brochures, ads, videos, website, or other media.

· I acknowledge that HitZ the Spot has authority to end my participation without refund if my participation presents a danger to myself and/or others or if I fail to follow rules or procedures.

· I am fully and personally responsible for my own safety and actions while and during my participation and I recognize that I may be at risk of contracting COVID-19.

· With full knowledge of the risks involved, I hereby release, waive, discharge HitZ the Spot, its board, officers, independent contractors, affiliates, employees, representatives, successors, and assigns from any and all liabilities, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, injury, or death, that may be sustained by me related to COVID-19 while participating in any activity while in, on, or around the premises or while using the facilities that may lead to unintentional exposure or harm due to COVID-19.

· I agree to indemnify, defend, and hold harmless HitZ the Spot from and against any and all costs, expenses, damages, lawsuits, and/or liabilities or claims arising whether directly or indirectly from or related to any and all claims made by or against any of the released party due to injury, loss, or death from or related to COVID-19.

ACKNOWLEDGEMENT OF UNDERSTANDING:
I, THE PARTICIPANT, HAVE READ THIS ASSUMPTION OF RISK AND WAIVER OF LIABILITY AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS THAT MIGHT BELONG TO ME.

For participants under age 18 at the time of registration.
If you are an adult taking responsibility for a minor, please check the box below.

☐ I declare I am the legal parent/guardian of this minor child, and 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 HitZ the Spot 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.

Minor's Name (Print) (Participant) _____ Age (Minor) _____

Print Name (Participant / Parent or Guardian) _____ email _____

Signature (Participant / Parent or Guardian) _____ Date _____