



TKDS INC A.K.A. Mitchell's Bullseye Axe
Accident Waiver and Release of Liability Form
Full Terms & Conditions



I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH THIS EVENT:

including by way of examples and not limitation, any risk that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

Including axes, hatches and lives, I certify that I am physically fit, have sufficiently prepared or trained for participation in this activity, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems that prelude my participation in this activity.

I certify that I am not under the influence of drugs and or intoxicated. Any person that appears to be under the influence will not be permitted to enter or participate in any activities in Bullseye Axe Throwing.

I acknowledge that this Accident Waiver and Release of Liability Form will be used by the event holders, sponsors, and organizers of the activity in which I may participate, and that I will govern any actions and responsibilities at said activity. I also acknowledge that closed toed shoes must be worn at all times while participating in activities.

In consideration of my application and permitting me to participate in this activity. I hereby take action for myself, my executors, administrators, heirs, next of kin successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity, THE FOLLOWING ENTITIES OR PERSONS: Mitchell's Sports & Neighborhood Grill & Bullseye Axe Throwing and Jefferson Crossing or their owners, directors, officers, employees, volunteers, representatives, and agents, and the activity holders, sponsors, and property owners.

(B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUB the entities or persons in (A) paragraph from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise

I acknowledge that Mitchell's and or Bullseye Axe Throwing and their owners, directors, officers, volunteers, representatives and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

I acknowledge that this activity may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risk includes, but are not limited to, those caused by terrain, facilities, temperature, weather condition of participants, equipment, vehicular traffic, lack of hydration, and actions of their people including, but not limited to participants, volunteers, monitors, and/or producers of activity, These risks are not only inherent to participants, but are also present for volunteers. I hereby consent to receive medical treatment that may be deemed advisable in the event of injury, accident, and / or illness during this activity. Taking full responsibility for medical bills and any and all expenses.

I understand that while participating in this activity, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the activity holder, producers, sponsors, organizers, and assigns, The Accident Waiver and Release of Liability Form shall be constructed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN OF MY OWN FREE WILL.

Print Name

Signature

Date

COMPLETE SECTION BELOW IF PARTICIPANT ABOVE IS A MINOR. I am the parent or legal guardian of the minor named above. I certify that the child listed above is at least 10 years old. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release of Liability and Waiver of Claims.

Parent or Legal Guardian Print Name

Signature

Date