

WARRANTY AND CONSENT

ASSUMPTION OF RISK RELEASE AND WAIVER OF LIABILITY INDEMNITY AGREEMENT

IN CONSIDERATION of allowing me to be on the premises and/or participate in any activities and events of Top Notch Axe and its affiliates. Accordingly, I warrant to Top Notch, its affiliates and Destination Saint Louis all of the following:

1. *I acknowledge and understand that I will be voluntarily engaging in activities that involve axes and/or similar items, which may result in the risk of serious injury and other consequences including permanent disability and death. and*
2. *I consider myself fully capable to participate in these activities, and submit that if I bring my own equipment, I take full responsibility for the soundness of its fitness and consequences from using my own equipment, and*
3. *I understand that all applicable rules for participation must be followed, and*
4. *I understand that the sole responsibility for my personal safety remains with me at all times, and*
5. *I will immediately remove myself from participation, and notify a staff member, if at any time I become aware of any unsafe condition or if I feel that I have experienced any deterioration in my fitness or another participant's fitness for continued participation in any activities.*

I UNDERSTAND AND AGREE, on behalf of myself, my heirs, assigns, and personal representatives that my participation in these activities and execution of this document constitutes:

1. *An unqualified ASSUMPTION OF ALL RISKS associated with participation in these activities by me even if arising from negligence, or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of the activity organizers and any persons associated therewith or participating therein, and*
2. *a FULL AND FINAL RELEASE AND WAIVER OF LIABILITY of the activity organizer and all persons and organizations associated with it and the company including without limiting the generality of the foregoing, its officers, directors, officials, agents and/or employees, other participants, sponsors, advertisers, owners and/ or lessors of the premises used to conduct the activities, sanctioning bodies, medical or rescue personnel (the RELEASEES), of and from with the respect to all injury, disability, death or loss or damage to person or property whether arising from the negligence, or negligent rescue of or by the foregoing or otherwise, and*
3. *an UNDERSTANDING NOT TO SUE the RELEASEES for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from the participation in these activities by me, and*
4. *an AGREEMENT TO INDEMNIFY, and to SAVE and HOLD HARMLESS the RELEASEES, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them whether the claim is based on the negligence or the gross negligence of the RELEASEES or otherwise.*
5. *I understand that Top Notch Axe or its affiliates may send me marketing emails from time to time, and that I can unsubscribe at any time.*
6. *I confirm that Top Notch Axe. and/or its associated companies. will not be held responsible in the event of any complaint or legal action undertaken against myself as a result of bringing alcohol to the premise.*
7. *In the event that Top Notch Axe. and/or its associated companies. takes photographs or videos, I hereby assign full copyright of these photographs and videos to that Top Notch Axe. and/or its associated companies (and the related representatives and assigns) together with the right of reproduction either wholly or in part. Furthermore, I grant that Top Notch Axe. and/or its associated companies the perpetual and irrevocable and unrestricted right to use and publish video and/or photographs of me, or where I may be included for editorial trade, product or service advertising and such other fashion /business purpose in any manner and medium, including advertising with any retouching or alteration without restriction or compensation*
8. **I HAVE READ AND UNDERSTOOD THIS DOCUMENT THOROUGHLY.**

I UNDERSTAND THAT THE RELEASEES ARE RELYING UPON MY WARRANTIES, ASSUMPTIONS, WAIVER AND RELEASE, UNDERTAKINGS AND AGREEMENTS WHEN ENTERING THE PREMISES AND/OR WHEN ACCEPTING MY PARTICIPATION IN THESE ACTIVITIES.

I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I GIVE UP SUBSTANTIAL LEGAL RIGHTS I WOULD OTHERWISE HAVE.

I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT.

Signature: _____

Date: _____

Printed Name: _____