

**KAMS Digital Axe Throwing
Accident Waiver and Release of Liability Form**

I hereby assume all the risks of participating in any/all activities associated with this event, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the person 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.

I certify that I am physically fit, have asked sufficient questions before participating 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 preclude my participation in this activity.

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 it will govern my actions and responsibilities at said activity.

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 and on behalf of any party or parties who claim a right or interest through me (the "Releasor"), I hereby release, acquit and forever discharge, without qualification or limitation KAM's Logging Supplies and Outdoor Wear from any and all liability, for any personal injury, death, and/or property damage, expense and/or loss sustained by me as a result of my participation in the activity due to any cause whatsoever, including but not limited to and without limitation, negligence, gross negligence, willful misconduct, including the failure to take reasonable steps to safeguard or protect me from the risk, dangers and/or hazards of participating in the activity.

The releasor acknowledges and accepts that the activity is inherently risky and dangerous and there is the possibility of personal injury, death, property damage and/or loss resulting therefrom.

The releasor agrees and understands that to participate in the activity on the date set out below, he/she must agree to be bound by the terms of this release of liability waiver of claims, express assumption of risk and indemnity agreement (this "agreement")

The releasor agrees that he/she will be fully responsible for all costs and expenses that may be incurred in providing any special services to him/her outside of regular services agreed or provided by the Releasees in connection with the activity and without limiting the generality of the foregoing, agrees to be responsible for, and to pay for any and all costs relating to special travel, medical attention, or other special outlay for him/her personally and the reimbursement of the Releasees for all costs of these services incurred by them on his/her behalf.

I acknowledge that KAM's Logging supplies and outdoor wear (Axe Throwing) and their owners, volunteers, and employees 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 promise not to sue KAM's Logging supplies and outdoor wear for 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 hereby consent to receive medical treatment that may be deemed advisable in the event of injury, accident, and/or illness during this activity.

I acknowledge that I have read and understand this agreement. I acknowledge that I am not under the influence of any substances, including alcohol, illicit drugs, or prescription drugs with may affect or impair my motor skills, judgement, or general ability to think clearly. It is understood that I will not make any claim or take any proceedings against any other person or corporation who might claim, in any manner or form, contribution or indemnity in common law or in equity.

It is also agreed and understood that if I commence such an action, or takes such proceedings, and KAM's Logging Supplies and Outdoor Wear are added to such proceedings in any manner whatsoever, and weather justified in law or not, I will immediately discontinue the proceedings and/or claims, and I will be jointly and severally liable to KAM's Logging Supplies and Outdoor Wear for the legal costs incurred in any such proceedings, on a substantial indemnity basis. The Agreement shall operate conclusively as an estoppel in the event of any claim, action, complaint or proceeding which might be brought in the future by me with respect to the matters covered by this agreement. This agreement may be pleaded in the event any such claim, action, complaint, or proceeding is brought as a complete defense, and may be relied upon in any proceeding to dismiss the claim, action, complaint or proceeding and no objection will be raised by me in any subsequent action that the other parties in the subsequent action were not privy to formation of this agreement.

I acknowledge that this agreement contains the entire agreement between the parties hereto, that the terms of this agreement are contractual, are not a mere recital, and any breach of their terms may be enforced against me and may give rise to a damage claim against me enforceable by a further legal proceeding. I further acknowledge that KAMS's Logging Supplies and Outdoor Wear have not made any oral or written representations or statements that are not otherwise reflected in this agreement.

I agree that this agreement will be governed by the laws of the Commonwealth of Pennsylvania and that any dispute arising from this agreement will be adjudicated by the Court of Common Pleas of Warren County, Pennsylvania.

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 IT OF MY OWN FREE WILL.

Participant Name – Print Name

Date

Participant signature

COMPLETE THIS SECTION BELOW IF PARTICIPANT ABOVE IS A MINOR: I am the parent or legal guardian of the minor named above. 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: _____

Witness Signature: _____ Date: _____