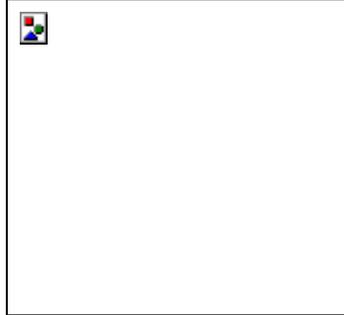


**Today's Date:**

**Employee Witness:**



## Waiver and Release of Liability

In consideration of the opportunity to observe or participate in "Axe Throwing" recreational ("activities") offered by BAM! the ("Company"), I, as ("Attendee"), hereby agree to the following Waiver and Release of Liability, the ("Agreement"):

1. Waiver and Release of Liability: I acknowledge that my observance of and or participation in the activities is voluntary and I release that my, observance and or participation in said activities subjects me to the inherent risks of said activities ("the Risks"), including but not limited to the possibility of physical injury (which could be minimal, serious, and/or result in death) and loss of or damage to my personal property. Accordingly, I agree to the following:

a. I recognize the physical nature of, and exertion required to perform, said activities and certify that I am physically fit to safely participate in and or observe said activities and that I have not been advised otherwise by a health care professional.

b. I further recognize that the Company has made me aware of the Risks associated with observing and participating in said activities, along with all the Company's (Rules and Requirements) for wither observing or participating in said activities.

c. I fully recognize and accept the inherent Risks associated with my observing and or participating in said activities and willingly assume all said inherent Risks, whether known or disclosed by the Company, or otherwise unknown which are related to my entering the Company's facility. As a result, I hereby waive, release and hold harmless the Company, its officers, directors, employees, agents, volunteers, and contractors collectively the ("Releasees"), from any claim, demand, loss, liability, damages, and attorney fees and costs whatsoever, the ("Claims"), arising from, related to, or associated with said Risks, including any Claims caused by the negligent acts or omissions of any or all the Releasees.

d. As a result, I acknowledge that I will be solely responsible for any and all medical and other related bills that I may incur because of any injury to myself or loss or damage to any property as a result of my observance of and or participation in said activities.

e. I further acknowledge and agree that I may be held liable for my own negligent acts and or omissions, which are the proximate cause of another Attendee or employee's personal injuries or damage to property, while observing or participating in said activities.

## 2. GENERAL PROVISIONS

a. I hereby expressly agree that (1) this Agreement shall be governed and construed according to the laws of the State of Michigan without regard to its conflict of laws provisions and (2) any action or proceeding concerning any Claim or the meaning or effect of any provision within this Agreement shall be conducted only in the state courts with competent jurisdiction located in Ottawa County, Michigan, and that for such purposes, I expressly submit to the jurisdiction of such courts.

b. This Agreement contains the entire understanding between myself and the Company related to these matters. No waiver, modification, or amendment of any of the terms of this Agreement shall be effective unless made in writing and signed by the Company.

c. I hereby expressly agree that if any portion of this Agreement is held invalid, the balance of the Agreement, shall nonetheless continue in full legal force and effect. I acknowledge, have read, and understand that this Agreement involves my waiver and release of significant legal rights and my assumption of all known and unknown Risks related to my observance and or participation in said activities.

By  checking this box, I agree to the above terms **(Required)**

Please fill your name: **(Required)**

Date of Birth: **(Required)**

Phone number

Email address

Your signature **(Required)**