

AXE THROWING (Group)
Misawa Air Force Base Outdoor Recreation
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for receiving permission to participate in the Misawa AFB Outdoor Recreation Axe Throwing, I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE the **United States Air Force, the 412th Test Wing**, Misawa AFB Outdoor Recreation, its agents, or employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in such activity, while in, on or upon the premises where the activities are being conducted, REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.

2. I am fully aware of the risks and hazards connected with the activities of **AXE THROWING** and I am aware that such activities include the risk of injury and even death, and I hereby elect to voluntarily participate in said activities, knowing that the activities may be hazardous to my property and me. I understand that I am not required to participate in this activity. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such an activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law. I further agree to indemnify the RELEASEES against all liabilities that may arise between myself and a third party.

3. **I understand that it is recommended that I have medical insurance, and that should I be injured in any way while participating in this activity that I will be responsible for my own medical bills and costs associated with such injury or contraction.** In case of an injury, I authorize the staff of Misawa AFB Outdoor Recreation to render first aid and I hereby authorize the Misawa AFB Outdoor Recreation staff to act for me in case of an emergency. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage, or costs, including court costs and attorneys' fees that RELEASEES may incur due to my participation in said activities, WHETHER CAUSED BY NEGLIGENCE OF RELEASEES or otherwise, to the fullest extent allowed by law.

4. I agree to obey the Safety Instructions and Rules and to further use the equipment so as not to injure myself or others. I agree that my ability to participate in axe throwing and use the equipment may be terminated without refund if I fail to follow such Safety Instructions and Rules. I accept full responsibility for return of all equipment in good condition or to pay replacement cost upon termination of the game.

5. Photo & Video Release: I hereby irrevocably grant Misawa AFB Outdoor Recreation, its successors and partners the right to record my likeness and/or voice on tape, film, or digital media. I also allow them to edit such tape, film, or digital media at their discretion and to incorporate the same into video, TV, radio, web or print advertisement, or video for Misawa AFB Outdoor Recreation promotions without payment of fees.

6. It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with Outdoor Recreation Air Force instructions and Outdoor Recreation official Instructions. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

All participants must read and sign a waiver. (review waiver forms)

- Must be 18 years of age or in the presence of a parent/guardian (Nobody under 16 years of age)
- Keep hands and fingers off the fencing, inside and OUTSIDE the lanes.
- DO NOT TRY TO CATCH AN AXE!! If an axe bounces back from a target, or you knock it off the mount or target do NOT try to catch it. Quickly step backward and to the side in your lane.
- DO NOT juggle axes.
- DO NOT point or gesture with an axe.
- DO NOT hand another player an axe. When done throwing, place your axe in the storage area. Let the next player select their own axe.
- Inspect axe for obvious danger conditions and ensure the axe head doesn't wiggle.
- Wait until the axe comes to a complete rest before retrieving it.
- Both lanes must yell "CLEAR" before proceeding down the lane to retrieve axe
- Stay in safety area until it's your turn to throw.
- DO NOT wander into another participant's area.
- Only one axe is thrown at a time.
- One thrower per lane
- Axes must stay within throwing lane.
- NEVER throw an axe until all participants are behind the throwing line.
- NEVER enter the throwing area while another participant is throwing an axe.
- NEVER cross the throwing line until axes are anchored into the target or are on the ground.
- NEVER leave the throwing lane with an axe.
- Food and beverage are not allowed inside throwing area.
- Intoxicated patrons will not be allowed to participate.
- Explain safety lanes.
- Only 2 players allowed in Throwing area at one time.
- One person per lane

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

Print Name

Phone/Email

Sign Name

Date

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Minors 16 + 17

Name	Age	Guardian	Guardian Signature
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