



## **Release of Liability, Waiver of Claims, Assumption of Risks, Indemnity Agreement and Jurisdiction Agreement (“Agreement”).**

**By signing this document you will waive certain legal rights. Please read carefully.**

### **DEFINITIONS:**

#### **In this agreement:**

- a) The term Athletic Activity or Athletic Activities includes, but is not limited to throwing, personal training, team or individual competitions, fitness assessments, axe throwing, use of facility, observation of athletic activities and services provided to the participant/customer by Lumber Punks Axe-Throwing (“Lumber Punks”); and
- b) The term Injury shall refer to all forms of physical, mental and emotional injury in any way related to Athletic Activities.

### **DISCLAIMER:**

Lumber Punks and their owners, volunteers, directors, officers, employees, trainers, instructors, agents, officials, independent contractors, representatives, successors and assigns are not responsible for any death, dismemberment, injury, loss or damage of any kind suffered by any person while using Lumber Punks facilities, participating in or watching Lumber Punks facilities, caused in any manner whatsoever including, but not limited to, the negligence of Lumber Punks.

Participants/customers are hereby notified and informed that athletic activities have inherent dangers and risks including, but not limited to, the potential for personal injury caused by Lumber Punks Axe-Throwing athletic activities or any condition of the facilities or equipment of Lumber Punks.

Participants/customers further acknowledge and agree:

- a) That all the athletic activities I am participating in require a high degree of effort and skills, are designed to be of high intensity and are intended to maximally challenge my cardiovascular endurance, stamina, strength, flexibility, speed, agility, power, coordination, balance and accuracy;
- b) That I will honestly represent my level of fitness, health, use of medication, medical history and current physical, mental and medical condition to Lumber Punk;
- c) That although Lumber Punks takes steps to reduce the risks and increase the safety of all athletic activities, it is not possible for Lumber Punks to make the athletic activities completely safe;
- d) That I am personally responsible for my preparation prior to athletic activities, my concentration and attention during these athletic activities and for my post activity rest and recovery;
- e) That I will learn and obey all rules, regulations and the General Conditions of Entry of Lumber Punks at all times, and that I will follow all instructions and directions of Lumber Punks staff and employees during athletic activities;
- f) That I will inform Lumber Punks immediately should I feel pain, discomfort, fatigue, nausea or other symptoms that I may suffer during and immediately after athletic activities;
- g) That I may stop participating at any time and that I may be directed to stop Lumber Punks Axe-Throwing should I display signs of distress;
- h) That I consent to receive first aid and medical treatment by Lumber Punks in the event of an accident, injury or illness during athletic activity;
- i) That Lumber Punks may videotape, audio tape, or photograph me for instructional and promotion purposes without payment of any kind to me and without notice to me or permission from me;
- j) That Lumber Punks will not at all release any personal information without any prior consent;



- k) That I am over the age of 18 and will upon request provide photographic identification to confirm that I am 18 years of age or older; and
- l) That I have read Lumber Punks' Terms and Conditions, Safety and Health Advice / Responsibility Documents and this agreement, and agree to be bound by said information.

In consideration of Lumber Punks Axe-Throwing allowing me to participate in Lumber Punks Axe-Throwing athletic activities and using their facilities, I hereby agree as follows:

1. To waive any and all claims that I have or may have in the future against Lumber Punks and their owners, volunteers, directors, officers, employees, trainers, instructors, agents, officials, independent contractors, representatives, successors and assigns (all of whom are hereinafter referred to as Releasees) and to release the releasees from any and all liability for any loss or damage, expense or injury including death or dismemberment that I may suffer or that my next of kin may suffer as a result of my participation in athletic activities, due to any cause whatsoever, including negligence, breach of contract or breach of any statutory or other duty of care, on the part of the releasees and including the failure on the part of the releasees to safeguard or protect me from the risks, dangers and hazards of athletic activities;
2. To hold harmless and indemnify Lumber Punks from any and all liability for any property damage or personal injury to any third party resulting from my participation in athletic activities;
3. To hold harmless and indemnify Lumber Punks from any and all liability for any costs that I may incur for medical costs, emergency transportation and litigation resulting from my participation in athletic activities;
4. That this agreement shall be effective and binding upon my heirs, next of kin, executors, administrators assigns and representatives, in the event of my death or incapacity;
5. This agreement and any rights, duties and obligations as between the parties to this agreement shall be governed by and interpreted solely in accordance with the laws of the State of Queensland and no other jurisdiction; and
6. Any litigation involving the parties to this agreement shall be brought solely within the State of Queensland and shall be within the exclusive jurisdiction of the Courts of the State of Queensland.

Privacy and protection of information: Lumber Punks will not sell or release your personal information without your prior consent.

In entering into this agreement, I am not relying on any oral or written representation or statement made by Lumber Punks with respect to the safety of the athletic activities other than what is set forth in this agreement.

**I confirm that I am eighteen (18) years of age or older and I have read and understood this agreement prior to signing it, and I am aware that by signing this agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, assigns and representatives may have against the releasees.**

This agreement must be completed in full, dated and signed prior to the participation in any Lumber Punks Axe-Throwing activities.

\_\_\_\_\_  
Full Name of Participant/Customer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date