

Hudson Valley Hatchet, LLC

Assumption of Risk – Waiver of Liability – Indemnification Agreement

(READ BEFORE SIGNING)

Hudson Valley Hatchet, LLC (hereafter referred to as **HVH**) is a recreational business which provides patrons with an opportunity for wholesome recreation and competition through the sport of axe throwing (which actually involves a hatchet). The benefits of HVH axe throwing are fun, relaxation, socialization, and competition. However, HVH feels that it is important that Adult Participants, Minor Participants, and the Parents/Guardians of Minor Participants (hereafter referred to as **Participant/Parent**) understand that there are some inherent risks associated with the recreational activity of axe throwing.

As do all physical activities, axe throwing has some inherent risks that cannot be eliminated without materially changing the nature of the activity. Several types of inherent risks are listed here. Terrain Hazards include, but are not limited to, the throwing surface which can involve footing that may be slippery, wet, irregular, or uneven. Hatchet Risks include, but are not limited to, use of an unfamiliar item, unfamiliarity with the balance or weight of the hatchet, dropping the hatchet on your foot, striking and/or cutting one's leg, body, head or other body part with the hatchet, and injuring a muscle or joint when throwing. Partner/Opponent Risks include, but are not limited to, being injured by actions of the other thrower by horseplay, loss of control of the hatchet, or an errant throw. Equipment Failure includes, but is not limited to, the hatchet head coming off the handle, the handle splintering, the safety fence falling (due to sudden strong wind or other reason), or the target falling. Spectator Risks (while awaiting a partner's throw or when observing from the spectator area) include, but are not limited to, erratic actions by the thrower, sudden actions by a spectator, or errant throws of the hatchet. Weather-related Risks include, but are not limited to, sudden changes in weather (high winds, lightning, etc.) or extreme temperatures (hot or cold). Alcohol-Related Risks include, but are not limited to, erratic, unruly, or dangerous actions by intoxicated spectators or would-be participants. Finally, Human Error Inherent Risks include, but are not limited to, failure of a participant to follow instructions or a violation of HVH safety rules by participants. These also include judgment errors by HVH staff such as, but are not limited to, inadvertent inattentiveness; temporary distraction; insufficient instruction; failure to adequately warn, and failure to recognize that a participant presents a danger to self or others.

HVH feels that it is important that the Participant/Parent understand that three types of injuries can occur. Minor injuries are the most common and include, but are not limited to, muscle soreness, sprains, abrasions, blisters, and bruises. Serious injuries are less common, but can occur occasionally. They include, but are not limited to, cuts, concussion, broken bones; and joint injuries. Catastrophic injuries are rare; but HVH feels that every Participant/Parent should be aware of this possibility. These infrequent injuries include, but are not limited to, heart attack, stroke, permanent disability, paralysis, blindness, and death.

Assumption of Inherent Risks: I understand that inherent risks cannot be eliminated regardless of the care taken by HVH. I know, understand, and appreciate the inherent risks and the types of injuries possible in HVH activities. I assert that my participation (or that of my minor) is voluntary and the Participant/Parent assumes all inherent risks of the activity.

Waiver of Liability for Ordinary Negligence of HVH: In consideration of permission to participate in HVH activities, today and on all future dates, I, the Participant/Parent, on behalf of myself, my spouse, heirs, executors, administrators, personal or legal representatives, and assigns (hereafter referred to as the Releasing Parties) do hereby waive, release, covenant not to sue and discharge Hudson Valley Hatchet, LLC, its owners, management, employees, volunteers, associated organizational partners, equipment suppliers, and owners of property where event is held (hereafter referred to as the Protected Parties) from liability from any and all claims including those arising from 1) the ordinary NEGLIGENCE of HVH or other protected parties and/or arising from 2) the presence of myself and/or MINOR PARTICIPANT on the premises of the HVH event. I accept responsibility for any and all actions that deliberately contradict written or verbal instructions – including, but not limited to horseplay of any kind.

This Assumption of Risk, Waiver, and Indemnity Agreement, applies to, but is not limited to, any of the following:

- Illnesses, personal injury (including death), and/or economic loss to the Participant/Parent arising from participation in or watching the HVH axe throwing event.
- Any and all claims resulting from the damage to, loss of, or theft of property.
- The release of HVH from any claims and rights that Participant/Parent may have against HVH now or in the future.

Indemnification: I, the Participant/Parent, also agree to hold harmless, defend, and indemnify HVH and other protected parties (that is, defend and pay any judgment and costs, including investigation costs, attorney's fees, and related expenses) from any and all claims of Releasing Parties or others acting on behalf of Participant/Parent, arising from participation in HVH Activities or presence on the event premises, (including those arising from the inherent risks of the activity or the ordinary negligence of Protected Parties). I further agree to hold harmless, defend, and indemnify HVH and Protected Parties against any and all claims of co-participants, rescuers, and others arising from the conduct of the participant while on the premises utilized for HVH Activities.

Clarifying Clauses: I, the Participant/Parent confirm that:

- 1) I understand that **this is the entire agreement** between HVH and me and that it cannot be modified or changed in any way by representations or statements by any agent or employee of HVH.
- 2) The foregoing Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and **inclusive as is permitted by the laws** of the State of New York and that **if any portion thereof is held invalid**, it is agreed that the balance shall continue in full legal force and effect.

3) If legal action is brought, either the appropriate state trial court for Ulster County, New York, or the United States District Court for the Northern District of New York in Albany has the **sole and exclusive jurisdiction** and that only the substantive laws of the State of New York shall apply.

Waiver of Jury Trial

- This is a waiver of my constitutional right to a trial by jury for any and all causes of action arising from the HVH axe throwing event or from my presence on the event premises. I, the PARTICIPANT/PARENT, knowingly and voluntarily agree that any such dispute will be resolved by a bench trial (i.e., trial by judge).

Acknowledgements Relating to HVH Axe Throwing:

Health Status – I, the PARTICIPANT/PARENT, assert that:

- Participant possesses sufficient health, physical fitness, and coordination to enable safe participation in HVH Axe Throwing.
- Participant assumes the risks of all medical conditions (e.g., asthma, diabetes, anaphylaxis, heart disease or high blood pressure).
- Participant will cease activity if there is discomfort (e.g., faintness, shortness of breath, high anxiety, or chest pains).

Emergency Care – I, the PARTICIPANT/PARENT, assert that:

- Authorizes HVH to administer emergency first aid if deemed necessary.
- Authorizes HVH to secure emergency medical care or transportation (i.e., EMS) if deemed necessary.
- Participant assumes all costs of emergency medical care and transportation.

Rules & Safety – I, the PARTICIPANT/PARENT:

- Confirm that I understand HVH safety rules and agree to abide by all safety rules.
- Agrees to attempt only activities that participant feels capable of performing safely.
- Asserts that he or she is not intoxicated.
- Agrees to inform HVH immediately if participant sees conduct or a facility condition that endangers participants.
- Understands that HVH can terminate participation in cases of rules violation or the endangerment of participant or others.

Release of Image – I, the PARTICIPANT/PARENT, agree that HVH can use my photo or video images for promotion (e.g., advertising, website, social media).

ADULT PARTICIPANT

Acknowledgement of Understanding: I, the Adult PARTICIPANT, have read this Agreement and understand that I am **giving up substantial rights**, including my right to sue for damages in the event of death, injury, or loss. I acknowledge that I am **voluntarily signing** this agreement, and **intend my signature to be a complete release of all liability, including that due to the INHERENT RISKS of HVH Activities or the ORDINARY NEGLIGENCE of the Protected Parties**, to the greatest extent allowed by laws of the State of New York.

Name of Adult Participant (Please Print)

Signature of Adult Participant

Date

Emergency Contact Person

Relationship

Phone

Cell

PARENT/GUARDIAN of a MINOR PARTICIPANT

Acknowledgement of Understanding: I, the Parent/Legal Guardian of the minor listed below, hereby grant my minor child permission to participate in all HVH Activities. I realize that I am agreeing to let my child engage in a potentially dangerous activity. Further, **I have read and fully understand this HVH Assumption of Risk, Waiver of Liability, and Indemnification Agreement**, and agree to be bound by this agreement on behalf of myself, my spouse, the minor child, and any party filing on behalf of the minor child. I understand that I am releasing both my right and the right of my minor child to sue for damages in the event of injury, death, or financial loss. I intend **my signature to be a complete release of all liability, including that due to the Inherent Risks of HVH Activities or the Ordinary Negligence of the Protected Parties**, to the greatest extent allowed by laws of the State of New York.

Additionally, I, the Parent/Guardian of the minor child, assert that I have explained the inherent risks of HVH Activities to my minor child and that the minor understands this Agreement. The following signature of the minor is to affirm understanding of the inherent risks of HVH Activities and the voluntary assumption of these risks.

Name of Parent/Guardian of Minor (Please Print)

Signature of Parent/Guardian

Emergency Contact #

Date

Name of Minor Participant (Please Print)

Signature of Minor Participant

Age

Date of Birth