

Sweet Axe Throwing Co. Ltd

Release of Liability, Waiver of Claims, Assumption of Risks, Indemnity Agreement, Jurisdiction Agreement and Contact tracing form.

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**I would like to receive a
newsletter from Sweet
Axe**

**Leave this box blank if you do not want to hear from us
again**

Phone Number 0272099256

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

DEFINITIONS:

.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 Sweet Axe Throwing Co. ("Sweet Axe"); and

.b) The term Injury shall refer to all forms of physical, mental and emotional injury in any way related to Athletic Activities.

DISCLAIMER:

Sweet Axe Throwing Co. limited 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 Sweet Axe facilities, participating in or watching Sweet Axe facilities, caused in any manner whatsoever including, but not limited to, the negligence of Sweet Axe.

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 Sweet Axe Throwing Co. athletic activities or any condition of the facilities or equipment of Sweet axe.

Participants/customers further acknowledge and agree:

- .a) That all the athletic activities I am participating in require a high degree of effort and skills and are intended to 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 Sweet Axe;
- .c) That although Sweet Axe takes steps to reduce the risks and increase the safety of all athletic activities, it is not possible for Sweet Axe 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 Sweet Axe at all times, and that I will follow all instructions and directions of Sweet Axe staff and employees during athletic activities;
- .f) That I will inform Sweet Axe 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 by Sweet Axe Throwing should I display signs of distress;
- .h) That I consent to receive first aid and medical treatment by Sweet Axe in the event of an accident, injury or illness during athletic activity;
- .i) That Sweet Axe 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 Sweet Axe 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; (Minors 12 and above may participate in axe throwing activities but the waiver must be signed by a participating parent or guardian)

- .l) That I have read Sweet Axe' Terms and Conditions, Safety and Health Advice / Responsibility Documents and this agreement, and agree to be bound by said information.

m) That I am not under the influence of drugs or alcohol whilst participating in the Axe throwing activities

• . n) Anti-social, aggressive or threatening behaviour will not be tolerated. Breach of this condition will result in expulsion from the premises

In consideration of Sweet Axe Throwing allowing me to participate in Sweet 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 Sweet Axe 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 Sweet Axe 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 Sweet Axe 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 New Zealand and no other jurisdiction; and
6. Any litigation involving the parties to this agreement shall be brought solely within New Zealand and shall be within the exclusive jurisdiction of the Courts of New Zealand.

Privacy and protection of information: Sweet Axe 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 Sweet Axe 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 releases. (Patrons aged 12-17, please have your parent or guardian sign on your behalf)

**Electronic Signature
Consent**



By checking here, you acknowledge you have read and understand the above terms, and are consenting to the use of your electronic signature in lieu of an original signature on paper. You have the right to request that you sign a paper copy instead. By checking here, you are waiving that right. After consent, you may, upon written request to us, obtain a paper copy of an electronic record. No fee will be charged for such copy and no special hardware or software is required to view it. Your agreement to use an electronic signature with us for any documents will continue until such time as you notify us in writing that you no longer wish to use an electronic signature. There is no penalty for withdrawing your consent. You should always make sure that we have a current email address in order to contact you regarding any changes, if necessary.

X

A handwritten signature in black ink, appearing to be 'D. H.', written over a horizontal line.

signature - 10/08/2022

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