

## PARTICIPATION, RELEASE AND ASSUMPTION OF RISK AGREEMENT

**MOBILE AXE THROWING, LLC** (hereinafter “MAT”) operates a facility which allows and encourages you, as a participant, to engage in group activities with other participants. Although MAT endeavors to provide a safe environment for your entertainment, engaging in group activities within the MAT facility could result in unforeseen injuries to you as a game participant, spectator, or bystander. Therefore, before you will be allowed to use MAT facilities you must acknowledge that MAT has allowed you access to its game facilities **based upon your understanding and acceptance of the following terms and conditions:**

- You must abide by all of MAT’s game participation rules and restrictions which are either attached to this agreement, *or will be provided on the day of the MAT activity*, all of which will be discussed with you prior to your participation in the game activity; You must follow any instructions provided by the “MAT Employee” who will be in charge of the individual activity section.
- You also understand that MAT may terminate your right to participate in any activity or game at any time should you fail to abide by the game rules or follow the instructions of MAT employee(s).
- You understand that MAT facilities are not recommended to expectant mothers, or anyone with heart conditions, hypertension, claustrophobia, recent surgery or similar conditions. You will be required to stand for at least one hour or more;
- You are not permitted to use any alcohol, tobacco; vapor products or any illegal substances while in or near the MAT facility, nor use any lighters or incendiary devices of any kind in side of the MAT facility. If you are found to be intoxicated, or act in disorderly manner, MAT reserves the right to terminate your participation in the game activity;
- You agree to use and treat the MAT facilities with care. MAT reserves the right to seek damages from you should you intentionally or negligently cause damage to any MAT facilities or equipment;
- **Should you be asked to leave the MAT facilities for any reason by an MAT Employee there will be no refund of any fees paid by you. All associated participants will be required to leave together;**
- You acknowledge that your participation in MAT games or activities entails known and unanticipated risks that could result in physical or emotional injury including, but not limited to bodily injury or property damage to yourself or to third parties. You understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. You expressly agree and promise to accept and assume all of the risks existing in this activity. Your participation in this activity is purely voluntary and you elect to participate in spite of the risks. If you are injured, you acknowledge that you may require medical assistance which you acknowledge will be at your own expense or the expense of your personal insurer(s). You hereby represent and acknowledge that you have adequate and appropriate insurance to provide coverage for ANY such medical expense as a further inducement to MAT agreeing to allow you to participate in the game or activities as you understand and agree that MAT will not pay for any cost or expenses incurred by you in the event of an injury of any nature;
- You, as a Participant, assume full responsibility for any risk of bodily injury, death or property damage you may incur, regardless as to whether or not such injury or damages were caused by negligence or any act or omission by MAT or any of its agents, corporate officers, owners, affiliates, promoters, employees, or business partners, while participating in the MAT events or associated activities;
- You understand and acknowledge that no one is permitted to attend, participate in, or act as a spectator or bystander in regard to MAT activities unless he/she is eighteen (18) years of age or older. You further acknowledge that you have the reasonable right to inspect the public facilities, equipment, and areas used for the MAT event(s) and are voluntarily participating despite the risk of falls, contact and/or crashes with other participants or actors, defective equipment, the condition of the equipment and any hazards that may be posed by spectators or volunteers.
- **SPECIAL PHOTO and PUBLICITY RELEASE:** You acknowledge that video recordings may be made, and/or photographs of you may be taken, during MAT activities as part of MAT operating policies for both security and/or for promotional use in its events. You agree that MAT or any of its agents or assigns shall have the exclusive right to any photos or any video/sound footage of you during the MAT activities and that any of photos, video footage and sound materials acquired by MAT may be used for any promotion or marketing purpose without any compensation to you. You also understand and acknowledge that MAT is under no responsibility to take any video or photographic recordings of you nor are you entitled to copies of any such records.
- You further agree that should any claim be made as a result of your conduct whether as a participant, spectator, or bystander at an MAT event, you hereby agree to defend, hold harmless and indemnify MAT, and any of its agents, officers, owners, promoters, employees, affiliates or business partners from and against any and all claims, losses, liabilities, damages, costs and expenses (including, without limitation, court costs and reasonable attorneys’ fees and disbursements) resulting by reason of your conduct or actions whether as a participant, spectator, or bystander during any MAT activity or event. In the event of any claim arising out of this agreement or a claim against MAT or any of its agents, officers, owners, promoters, employees, affiliates or business partners, exclusive venue for any resulting lawsuit shall be in an court of appropriate jurisdiction in and for Cook County, Illinois.

You acknowledge that you have read and fully understand **ALL** of the foregoing provisions in this Agreement and that this agreement is a release of MAT and any of its agents, officers, owners, promoters, employees, affiliates or business partners from any and all liability associated with your participation in MAT sponsored activities or events. You also understand that a copy or facsimile of this agreement shall have the same full force and effect as the original for all purposes and that MAT is relying on this agreement as consideration for allowing you to participate in MAT sponsored activities or events.

By signing or reading your name below (electronically or otherwise) it is understood that your agreement shall be binding on you, your personal representatives, heirs and next of kin and that MAT and its agents, officers, owners, promoters, employees, or business partners are relying on all of your representations as set forth herein. You hereby swear and affirm that you are eighteen (18) years of age or older. If you are signing this agreement electronically MAT is accepting your electronic signature as a substitute for your actual signature providing it is understood and acknowledged that MAT reserves the right to request that you sign a written waiver in the future at its sole discretion, it being understood that your electronic signature will have the same full force and effect as written signature for all legal purposes. Failure to execute a copy of this agreement will result in a denial of your right to participate in any MAT activity or event regardless of whether or not you paid for any such event or activity. You are advised that MAT does not provide refunds, in whole or in part, in the event you pay for and appear for an activity but fail or refuse to execute this agreement.

Signature of Participant \_\_\_\_\_ Date: \_\_\_\_\_

Print Name of Participant \_\_\_\_\_