

**TRUE NORTH AXE THROWING INC.  
RELEASE OF LIABILITY AGREEMENT, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE  
CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

**PLEASE READ CAREFULLY!**

<b>Name</b>	Last	First	Initial
<b>Address</b>	Street (Inc. Apt #)		
	City	Province	Postal Code
	Email:	Phone #:	

**TO:** **True North Axe Throwing Inc.** (together with all owners, employees and volunteers of True North Axe Throwing Inc., and their respective administrators, executors, successors and assigns; all of the forgoing being hereinafter collectively referred to as the “**Releasees**”).

**DEFINITIONS**

“**Axe Throwing**” includes any activity relating to a visit to True North Axe Throwing Inc.’s premises including, without limitation, throwing axes and spectating as others throw axes.

**ACKNOWLEDGEMENTS**

I acknowledge that Axe Throwing requires a certain degree of fitness, co-ordination and physical dexterity. I acknowledge and warrant to True North Axe Throwing Inc. that I am medically fit to participate in Axe Throwing.

I acknowledge that participation in Axe Throwing is potentially hazardous and may subject me to risks and dangers that may cause serious physical injury or death.

I acknowledge that by signing this document, I am waiving certain legal rights, including the right to sue.

**ASSUMPTION OF RISKS**

BEING AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH AXE THROWING, I HEREBY CONFIRM THAT I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of the Releasees permitting my use of their property, parking and other facilities and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree:

a) **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against **THE RELEASEES**, and **TO RELEASE THE RELEASEES FROM ANY AND ALL LIABILITY** for any loss, damage, injury including death, or expense that I may suffer, or that my next of kin may suffer, either directly or indirectly, as a result of my participation in Axe Throwing and my use of the premises and facilities of True North Axe Throwing Inc., **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 AXE THROWING;**

- b) TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any claims or demands resulting from any property damage or personal injury to any third party, which might be made against the Releasees resulting from my participation in Axe Throwing and my use of the premises and facilities of True North Axe Throwing Inc.;
- c) 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;
- d) That this Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta;
- e) That any litigation involving the parties to this Agreement shall be brought within the Province of Alberta; and
- f) In entering into the Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of Axe Throwing, other than what is set forth in the Agreement.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Staff Witness

Signature of participant

Signature of parent/guardian (if participant is under 16 yrs.)

**THIS AGREEMENT MUST BE COMPLETED IN FULL, DATED, SIGNED AND WITNESSED PRIOR TO PARTICIPATING IN AXE THROWING**