

DIAMOND T AXE THROWING &



RELEASE OF liability, WAIVER AND Assumption Of Risk

To: Trademark Construction Inc. o/a Diamond T Axe Throwing (hereinafter referred to as the "Releasee")

RE: Recreational Axe-Throwing (the Activity)

The undersigned desires to participate in the Activity on the date as set out below, which has been organized by release.

In consideration for being allowed to participate in the activity on the date as set out below, which consideration is hereby expressly accepted and acknowledge, on behalf of myself, my representatives, heirs, agents administrators, trustees,executors, assigns, successors and on behalf of any party or parties who claim a right or interest though me(hereinafter, the Releasor"), I HEREBY REALEASE,ACQUIT, AND FOEVER DISCHARGE, WITHOUT QUALIFACTION OR LIMITATION the Releasee from any and all claims I may now and/or in the future may have against the Releasee, and From and all liability, for any personal injury, death and/or property damage, expense, and/or loss sustained by me as a result of my participation in the Activity due to any cause whatsoever, including but not limited to and without limitation, negligence, gross negligence, willful misconduct, including to and without limitations, negligence, gross negligence, willful misconduct, including the falliure to take reasonable steps to safeguard or protect me for risk ,dangers, and/or hazards of participatong in the Activity, and/or breach of statutory or other duty, including duties from occupier's liability.

THE RELEASOR ACKNOWLEDGES AND ACCEPTS that the activity is inherently risky and dangerous, and there is the possibility of personal injury, death, property damage and/or loss resulting therefrom.

THE RELEASOR AGREES AND UNDRSTANDS that in order to participate in the Activity on the date set out below he/she must agree to be bound by the terms of this Release of Liability, waiver and Assumption of Risk.

THE RELEASOR AGREES that he/she will be fully responsible for all the costs and expenses that may be incurred in providing any special services to him/her, outside of regular services agreed to or provided by the releases in connection with the Activity, and without limiting the generality of the foregoing, agrees to be medical attention , or other special outlay for him/her personally, and to reimburse the releases for all cost of these services as may be incurred by them for his/her benefit or at his/her request.

THE RELEASOR HERBY confirms that by executing this agreement, he/she is representing that he/she is of the full age of majority and that he/she has read, and understands, this agreement. The Releasor acknowledges that he/she is not under the influence of any substance or, including alcohol, licit drugs, or prescription drugs, which may affect or impair his/her motor skills, judgement, or general ability to think clearly.

IT IS AGREED AND UNDERSTOOD that the Releaseor will not make any clam or take and proceedings against any other person or corporation who might claim, in any manner of forum, contribution or indemnity in common law or in equity, or under the provisions of any statue, regulation or rule of court, including The Contributory Negligence Act(Saskatchewan),as amended, for the Releasee with respect to the matters discharged by this Release of Liability, Waiver and Assumption of Risk.

IT IS AGGREGED AND UNDERSTOOD that if the Releasor commences such an action, or takes such proceedings, and the Releasee is added to such proceeding in any manner whatsoever, whether justified in law or not ,the Releasor will immediately discontinue the proceeding and/or claims, and the Releasor will be jointly and severally liable to the Releasee for the legal costs incurred in any such proceeding. This Release of Liability, waiver and Assumption of Risk shall operate conclusively as an estoppel in the event of any Claim, action, complaint or Proceeding which might be brought in the future by the Releasor with respect to the matters covered by this Release of Liability, Waiver and Assumption of Risk. This Release of Liability, Waiver and Assumption of Risk may be pleaded in the event any such claims, action, complaint or proceeding on a summary basis and no objection will be raised by the Releasor in any subsequent action that the other parties in the subsequent action were not privy to information of this Release.

THE RELEASOR ACKNOWLEDGES that this Release of Liability, Waiver, and Assumption of Risk contains the entire agreement between the parties hereto, that the terms of this Release of Liability, Waiver and Assumption of Risk are contractual ,are not mere recital, and any breach of these terms may be enforced against the Releasor, and may give rise to damage claim against the Releasor enforceable by a further legal proceeding. The Releasor further acknowledges that the Release has not made any oral. Written or visual representations or statements that are not otherwise reflected in this agreement.

THE RELEASOR HERBY AGREES that this Release of Liability , Waiver, and Assumption of Risk will be governed by the Law of the Province of Saskatchewan and that and dispute arising from this Release of Liability. Waiver, and Assumption of Risk will be adjusted by the Saskatchewan Court of Queen’s Bench and the Releasor hereby atoms to the exclusive jurisdiction of this Court for this purpose, PHOTOGRAPHS, VIDEO, AND RECORDINGS. I hereby grant the Release, its managers, employees, and owners (collectively) non-revocable permission to capture my image and likeness in photographs, Videotapes, recordings, or any other Media (collectively “images”). I acknowledge that the Releasee will own such images and further grant the Releasee permission to copyright, display, publish, distribute, use, modify, print and reprint such images in any manner whatsoever related to the Activity , including without limitations, publication, advertisements, brochures, web site images, or other electronic display and transmissions thereof. I further waive any right to inspect or approve the use of the images in any manner or media whatsoever, and waive any and all claims and cause of action relating to use of the images, including without limitations, claims for invasion of privacy rights of publicity.

I _____, give consent to receive email updates regarding news, promotional deals & events from Diamond T Axe Throwing. You can unsubscribe anytime.

Under 18 Years of Age – Consent I am the parent of legal guardian of the minor name above. I have the legal right to consent to, and by signing below I hereby do consent to , the terms and conditions of this Release of Liability ,Waiver, and Assumption of Risk.

Releasor Signature

