

**Waiver of Liability, Assumption of Risk, and Indemnification**

**Waiver:** In consideration of being provided with an opportunity to participate in axe-throwing activities, related events and other programs (“Activities”) provided from time to time by Ericksens LLC, a Colorado limited liability company (“The Axe & Ale”), located at 1624 South Lemay Avenue, Suite 6, Fort Collins, Colorado 80525 (“Property”), pursuant to a lease agreement between The Axe & Ale and Morgan Holdings, LLC a Colorado limited liability company and GratefulDV, LLC a Colorado limited liability company (collectively “Owners”), I, for myself, my heirs, personal representatives or assigns, **do hereby release, waive, discharge, and covenant not to sue** The Axe & Ale and/or Owners, their assigns, or agents from liability **from any and all claims including the negligence of Owners and/or The Axe & Ale, their assigns, or agents**, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in any of the Activities taking place on the Property.

**Assumption of Risk:** You agree to abide by all rules required by The Axe & Ale, but also understand that participation in the Activities carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, cuts, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death.

**I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the Activities taking place on the Property. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.**

**Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD Owners and The Axe & Ale, their assigns, and agents HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought as a result of my involvement in any of the Activities on the Property and to reimburse them for any such expenses incurred.

**Severability:** The undersigned further expressly agrees that the foregoing waiver of liability, assumption of risk, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Colorado and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgment of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, I fully understand its terms, and I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and I intend by my signature below for this to be a complete and unconditional release of all liability to the greatest extent allowed by law.

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

Printed Name \_\_\_\_\_