



## AGREEMENT FOR ACCEPTANCE OF RISK AND RELEASE FROM LIABILITY

This Agreement is to be signed by each adult customer of PowerPlay Entertainment Center who asks for himself/herself, or for children in his/her custody, to participate in PowerPlay Entertainment Center's **Axe Throwing**.

Date: \_\_\_\_\_ TIME: \_\_\_\_\_

### PLEASE PRINT CLEARLY:

Adult(s) Name: \_\_\_\_\_

Children Name(s): \_\_\_\_\_

### I agree for myself and for the children in attendance with me, as follows:

1. I understand that some of the activities in which we may participate at PowerPlay can result in injury. This can result from falls; misuse or damage to equipment; carelessness, recklessness or negligence by ourselves or other patrons; the mere physical and/or emotional exertion of the activity itself; being in poor health or poor physical condition; or other causes. These axe throwing activities have inherent risk of injury including possibly very serious or life-threatening injury, and by participating, we accept full responsibility for these risks.

2. An axe throwing facilitator will be present during all axe throwing activities. However, it is my responsibility to supervise myself and the children in attendance with me today; to keep track of all children in attendance with me and know where they are at all times; to take care to avoid the causes of injury described above; to make sure that none of us engage in any activity for which we are not physically, mentally and medically fit; to stop any activity at the first sign of unacceptable risk, danger or possible injury; and to seek immediate medical care in the event of an injury. I understand that employees or facilitators of PowerPlay will not be responsible for this supervision.

3. I waive and release all claims, demands, causes of action, liabilities and costs which might otherwise be asserted, and covenant that no claim or lawsuit will be brought, against PowerPlay or any of its owners, operators, managers, employees, instructors, agents, insurers or successors, for injuries of any nature to me or any of the children in attendance with me, as a result of or in connection with our attendance or participation in activities at PowerPlay.

4. I understand that is recommended by PowerPlay Entertainment Center that pregnant women, individuals with cardiac disease and/or pacemakers, and those who are less than 12 years of age are not to participate in axe throwing activities due to safety concerns. I accept all risk and liability that comes with bypassing the safety recommendations. If any injury to person or property should result from participating in axe throwing I absolve PowerPlay from any responsibility as stated in #3.

5. If I elect to consume alcohol prior to or during my participation in axe throwing, I agree to assume all risks, known and unknown, related to consuming alcohol and agree to be fully responsible and liable for any and all claims, demands, damages, losses, injuries, liabilities, obligations, costs or expenses of any kind which may arise due to my consumption of such alcohol. I hereby agree to indemnify, defend, and hold harmless PowerPlay parties from such claims.

6. I and the children in attendance with me will abide by all rules and regulations of PowerPlay, and may be removed from the premises without any refund if we fail to abide by the terms of this Agreement.

7. I represent that I have the authority to sign this Agreement for myself and for each of the children in attendance with me. I will indemnify PowerPlay against any attorney fees, costs or other losses it incurs if a claim is brought in violation of this agreement. I may be asked to sign this Agreement again whenever I return to PowerPlay, but if I do not, this Agreement will remain effective permanently, and includes any future visits and any children with me in the future.

8. I SIGN THIS AGREEMENT VOLUNTARILY, WITH THE UNDERSTANDING THAT BY DOING SO MAY BE GIVING UP SUBSTANTIAL LEGAL RIGHTS.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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(Please be kind and print CLEARLY - Sorry, we can't enter your address if we can't read it!)

EMAIL ADDRESS:



## AGREEMENT FOR ACCEPTANCE OF RISK AND RELEASE FROM LIABILITY

**[This Agreement is to be signed by each adult customer of PowerPlay who asks for himself or herself, or for children in his or her custody, to participate in PowerPlay's *Go-Kart* activities]**

Date: \_\_\_\_\_

Adult(s) Name: \_\_\_\_\_

Children Name(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I agree for myself and for the children in attendance with me, as follows:

1. I understand that some of the activities in which we may participate at PowerPlay can result in injury. This can result from falls or bumps; misuse or damage to equipment; carelessness, recklessness or negligence by ourselves or other patrons; the mere physical and/or emotional exertion of the activity itself; being in poor health or poor physical condition; or other causes. These activities have inherent risk of injury, particularly Go Kart & whirlyball, including possibly very serious or life-threatening injury, and by participating, we accept full responsibility for these risks.

2. It is my responsibility to supervise myself and the children in attendance with me today; to keep track of all children in attendance with me and know where they are at all times; to take care to avoid the causes of injury described above; to make sure that none of us engage in any activity for which we are not physically, mentally and medically fit; to stop any activity at the first sign of unacceptable risk, danger or possible injury; and to seek immediate medical care in the event of an injury. I understand that employees or agents of PowerPlay will not be responsible for this supervision.

3. I waive and release all claims, demands, causes of action, liabilities and costs which might otherwise be asserted, and covenant that no claim or lawsuit will be brought, against PowerPlay or any of its owners, operators, managers, employees, instructors, agents, insurers or successors, for injuries of any nature to me or any of the children in attendance with me, as a result of or in connection with our attendance or participation in activities at PowerPlay.

4. All people will abide by all rules and regulations of PowerPlay, and may be removed from the premises without any refund if we fail to abide by the terms of this Agreement.

5. I represent that I have the authority to sign this Agreement for myself and for each of the children in attendance with me. I will indemnify PowerPlay against any attorney fees, costs or other losses it incurs if a claim is brought in violation of this agreement. I may be asked to sign this Agreement again whenever I return to PowerPlay, but if I do not, this Agreement will remain effective permanently, and includes any future visits and any children with me in the future.

6. I SIGN THIS AGREEMENT VOLUNTARILY, WITH THE UNDERSTANDING THAT BY DOING SO MAY BE GIVING UP SUBSTANTIAL LEGAL RIGHTS.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**JOIN OUR EMAIL CLUB TODAY for special coupons, updates, and information!!**

Email Address \_\_\_\_\_