



**WARRANTY AND CONSENT ASSUMPTION OF RISK RELEASE AND WAIVER OF LIABILITY INDEMNITY AGREEMENT TO:** REFRESH YOUR PALLET DBA WRECK YOUR PALLET. 11C WASHINGTON STREET TOMS RIVER, NJ 08753 IN CONSIDERATION of allowing me to participate in the programme, tournament related events and activities provided by REFRESH YOUR PALLET DBA WRECK YOUR PALLET. 11C WASHINGTON STREET TOMS RIVER, NJ 08753 (the "ACTIVITIES")

I WARRANT TO YOU THAT:

1. I am familiar with the risk of serious injury and death which any participant in the ACTIVITIES must assume, and
2. I believe that I am physically, emotionally and mentally able to participate in the ACTIVITIES, and that my equipment is mechanically fit for my use in the ACTIVITIES, and
3. I understand that all applicable rules for participation must be followed and that at all times the sole responsibility for personal safety remains with me, and
4. I will immediately remove myself from participation, and notify the nearest official, if at any time I sense or observe any unusual hazardous or unsafe condition or if I feel that I have experienced any deterioration in my physical, emotional or mental fitness for continued participation in the ACTIVITIES.

**I UNDERSTAND AND AGREE, on behalf of myself, my heirs, assigns, personal representatives and next of kin, that my participation in the ACTIVITIES and execution of this document constitutes:**

1. an unqualified ASSUMPTION OF ALL RISKS associated with participation in the ACTIVITIES by me even if arising from negligence, or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of the ACTIVITIES organizer and any persons associated therewith or participating therein, and/or Public Health England (PHE)
2. I understand the hazards of the novel coronavirus ("COVID-19") and am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC and/or PHE guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates.

3. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in Activities. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the premises and participating in the Activities and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any minor children from whom I have the capacity contract) REFRESH YOUR PALLET DBA WRECK YOUR PALLET. 11C WASHINGTON STREET TOMS RIVER, NJ 08753 their owners, officers, directors, agents, employees and assigns (the "RELEASEES") from any liability related to COVID-19 which might occur as a result my being on the premises and participating in the Activities.
4. I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury.
5. A FULL AND FINAL RELEASE AND WAIVER OF LIABILITY of the above named parties, any programme organizer and all persons and organizations associated with them and the ACTIVITIES, including without limiting the generality of the foregoing, their respective officers, directors, officials, agents and/or employees, other participants, sponsors, advertisers, owners and/ or lessors of the premises used to conduct the ACTIVITIES, sanctioning bodies, medical or rescue personnel (the "RELEASEES"), of and from with the respect to all injury, disability, death or loss or damage to person or property whether arising from the negligence, or negligent rescue of or by the foregoing or otherwise, and an UNDERSTANDING NOT TO SUE the RELEASEES for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from the participation in the ACTIVITIES by me, and an AGREEMENT TO INDEMNIFY, and to SAVE and HOLD HARMLESS the RELEASEES, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them whether the claim is based n the negligence or the gross negligence of the RELEASEES or otherwise.
6. I confirm that the RELEASEES will not be held responsible in the event of any complaint or legal action undertaken against myself as a result of bringing alcohol to the REFRESH YOUR PALLET DBA WRECK YOUR PALLET. 11C WASHINGTON STREET TOMS RIVER, NJ 08753
7. Premise. In the event that REFRESH YOUR PALLET DBA WRECK YOUR PALLET. 11C WASHINGTON STREET TOMS RIVER, NJ 08753 takes photographs or videos, I hereby assign full copyright of these photographs and videos to REFRESH YOUR PALLET DBA WRECK YOUR PALLET. 11C WASHINGTON STREET TOMS RIVER, NJ 08753 (and the related representatives and assigns) together with the right of reproduction either wholly or in part. Furthermore, I grant REFRESH YOUR PALLET DBA WRECK YOUR PALLET. 11C WASHINGTON STREET TOMS RIVER, NJ 08753, the perpetual and irrevocable and unrestricted right to use and publish video and/or

photographs of me, or where I may be included for editorial trade, product or service advertising and such other fashion /business purpose in any manner and medium, including advertising with any retouching or alteration without restriction or compensation.

8. You must wear closed-toed shoes in order to participate in axe throwing and knife throwing activities. By wearing footwear that exposes your toes, you're at risk of injury including, but not limited to, axes and/or knives falling on your feet and/or hitting your feet causing minor to severe injury. If you decide to wear open-toed shoes despite being instructed not to do so either on this waiver and/or by an on-site employee, you assume all liability and risk by doing so.

**I HAVE READ THIS DOCUMENT THOROUGHLY.**

**I UNDERSTAND THAT THE RELEASEES ARE RELYING UPON MY WARRANTIES, ASSUMPTIONS, WAIVER AND RELEASE, UNDERTAKINGS AND AGREEMENTS WHEN ACCEPTING MY PARTICIPATION IN THE ACTIVITIES.**

**I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I GIVE UP SUBSTANTIAL LEGAL RIGHTS I WOULD OTHERWISE HAVE.**

**I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT.**



