Participant Agreement, Release and Assumption of Risk (the “Agreement”)
I have voluntarily elected to use Harts Hooterhaus facilities and equipment located at 205 South St, Hustler, WI, 54618. In consideration for being permitted to use said facilities and equipment, and any other services provided by Hooterhaus LLC, its affiliates, employees, or agents at said location, I represent, acknowledge and agree as follows:
**GENERAL RELEASE**
I acknowledge and agree that this Agreement covers and is intended to release and provide other benefits, legal protections and consideration to Hooterhaus LLC, and its respective and collective agents, owners, officers, managers, directors, shareholders, affiliates, volunteers, participants (i.e., patrons), employees, and all other persons or entities acting in any capacity on their respective or collective behalf (collectively, “Harts Hooterhaus”).
**RELEASE OF POTENTIAL INJURIES**
I acknowledge and agree that the use of axes, hatchets, knifes and the other equipment at the Harts Hooterhaus Facility and that participating in axe throwing and other activities is inherently and obviously dangerous. These risks include serious physical or emotional injury, paralysis, death, damage to myself and/or third parties, and damage to personal property of any or all such persons. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity, which I further agree is for recreational purposes and completely voluntary. I acknowledge and agree that, while the axe throwing and other activities that take place at the Harts Hooterhaus Facility are monitored generally by Harts Hooterhaus Facility employees, it is not feasible for such employees to monitor the activities and actions of all customers at all times or all customers simultaneously. Furthermore, I acknowledge and agree that Harts Hooterhaus Facility employees have difficult jobs to perform because, although they seek safety, they are not infallible, they might be unaware of a participant’s health abilities, they may give incomplete warnings or instructions, or the equipment being used might malfunction.
**VOLUNTARY ASSUMPTION OF RISK**
I acknowledge and agree that I am participating voluntarily and at my own risk at the Harts Hooterhaus Facility. I acknowledge and agree that the actions or activities of other customers or the actions or inactions of Harts Hooterhaus Facility employees could cause me significant bodily injury (as described in this Agreement or otherwise), and that Harts Hooterhaus is not responsible for the actions or activities of customers using the Harts Hooterhaus Facility or the negligence of its employees in supervising the Harts Hooterhaus Facility or its usage, including actions, activities, or omissions that result in such harm. The risks that Participants may suffer include, but are not limited to, the following:
 • minor injuries such as scratches or bruises;
 • the transmission of disease strains and allergic reactions through use of the Harts Hooterhaus Facility equipment or contact with other participants or surfaces they have contacted;
 • the sprain, pull, break or otherwise serious injury of body parts as a result of throwing axes; participating in other activities, or making contact with other participants;
 • an eye injury or loss of sight;
 • heat stroke, heart attacks, dehydration and other exertion-related medical events
 • catastrophic injury, death, or paralysis, partially or fully.
Participants observing, standing, sitting or taking photographs at or near any of Harts Hooterhaus Facility activity may suffer similar physical injury (even if the observer is not participating at the time).
**AGREEMENT TO PAY MY OWN MEDICAL EXPENSES**
I acknowledge, accept, and assume the risk of any and all medical conditions, limitations, or disabilities (whether temporary or permanent) that I possess, whether known or unknown, which might contribute to or exacerbate any injury I might sustain as a result of using the Harts Hooterhaus Facility or any of its equipment. I acknowledge and agree that if medical assistance (of any form, including emergency care, hospitalization, out-patient care, and/or physical therapy) is required or performed as a result of any injury I sustain while using the Harts Hooterhaus Facility, such assistance shall be at my own expense, either as paid directly or pursuant to prompt reimbursement relative to costs and charges incurred on my behalf.
**RELEASE OF LIABILITY**
I and my spouse or domestic partner and my respective and/or collective issue, parents, siblings, heirs, assigns, personal representatives, estate(s), and anyone else who can claim by or through me shall collectively be known under this document and waiver as the “Releasing Parties”. The Releasing Parties hereby forever, irrevocably and unconditionally release, waive, relinquish, discharge from liability and covenant not to sue Harts Hooterhaus, their successors, predecessors-in-interest, and insurers (collectively, the “Releasees") from any and all claims, demands, rights, actions, suits, causes of action, obligations, debts, costs, losses, charges, expenses, attorneys’ fees, damages, judgments and liabilities, of whatever kind or nature, in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, related to or arising, directly or indirectly, from my access to and/or use of the Harts Hooterhaus Facility, premises and/or its equipment, my entry into the Harts Hooterhaus Facility, the condition, maintenance, inspection, supervision, control or security of the Harts Hooterhaus Facility, the failure to warn of dangerous conditions in connection with the Harts Hooterhaus Facility, and/or the acts or omissions of Harts Hooterhaus or any of the Releasees, including, without limitation, any claim for negligence, failure to warn or other omission, property damage, personal injury, emotional injury, illness, bodily harm, paralysis or death. I understand that this release and waiver applies not only to throwing axes, but also all other equipment, and all activities and games at the Harts Hooterhaus Facility. I understand that this release and waiver applies to and includes all activities that I engage in at the premises, whether inside or outside the Harts Hooterhaus Facility. In the event that any claim released herein is brought or asserted, including any such claim which alleges negligent acts or omissions of Harts Hooterhaus, I shall immediately defend, indemnify, and hold harmless the Releasees, and any of them, from any loss or liability, including reasonable attorneys' fees, associated with or arising therefrom. Notwithstanding anything to the contrary, nothing in this Agreement purports or intends to waive liability for damage, injuries, or death resulting from conduct that constitutes greater than ordinary negligence.
I understand and fully acknowledge and agree that all of the risks identified herein, and any other risks associated with use of the Harts Hooterhaus Facility and its equipment are beyond the control of the Releasees. I agree and acknowledge that should Harts Hooterhaus or any other Releasee or anyone acting on their behalf, be required to incur attorneys' fees and/or costs to enforce this agreement, I agree to immediately defend, indemnify, and hold Harts Hooterhaus and any other Releasee or them harmless for and against all such attorneys’ fees and/or costs.
**ARBITRATION OF DISPUTES; TIME LIMIT TO BRING CLAIM**
I, on my own behalf and on behalf of the Releasing Parties, to determine and resolve any dispute pertaining to or arising out of my access to and/or use of Harts Hooterhaus Facility and/or its equipment, hereby agree to arbitrate the matter pursuant to the terms described herein. I understand that by agreeing to arbitrate any dispute as set forth in this section, I am waiving my right to maintain a lawsuit against Harts Hooterhaus and the other Releasees for any and all claims covered by this Agreement. By agreeing to arbitrate, I understand that I will not have the right to have my claim determined by a jury. Reciprocally, Harts Hooterhaus and the other Releasees waive their right to maintain a lawsuit against me for any and all claims covered by this Agreement, and they will not have the right to have their claim(s) determined by a jury. Any dispute, claim, or controversy arising out of or relating to my access to and/or use of the Harts Hooterhaus Facility and/or its equipment, including the determination of the scope or applicability of this agreement to arbitrate, shall be brought within one year of its accrual (i.e., the date of the alleged injury) and be determined by arbitration in the county of the Harts Hooterhaus Facility before one arbitrator. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Minnesota, without regard to choice of law principles. Notwithstanding the provision with respect to the applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Sec. 1-16).
**PHOTO/VIDEO/SOCIAL MEDIA WAIVER**
In connection with my use of the Harts Hooterhaus Facility, I consent to the recording of my physical likeness and/or voice through mechanical, photographic, technical, digital, electronic or other means (“Recordings”). I hereby consent to and authorize Harts Hooterhaus and its agents, representatives, employees, successors and assigns to use, in perpetuity, such Recordings, and my name, for any purpose, including advertising, promoting, exploiting and/or publicizing any Harts Hooterhaus Facility. I further agree that the foregoing includes the consent to use my physical likeness in any form. In addition, I waive any and all claims I may have in connection with the Recordings. I also grant Harts Hooterhaus the same right and permission to use written or verbal statements or testimonials (Statements) made by me and I waive any and all claims I may have in connection with the Statements.
**TERM OF AGREEMENT**
I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I visit a Harts Hooterhaus Facility, whether at the current location or any other location.
**THE CODE OF PATRON RESPONSIBILITY**
As safety is my responsibility, I agree to follow the Code of Patron Responsibility, as set out below:
a) You acknowledge that there are inherent risks in the participation in the sport of axe throwing, and that such risks include not only axe-throwing and the use of axes, but other activities and the use of other equipment. Patrons in the sport of axe throwing, and those who engage in any other activities or use any other equipment, by participation, accept the risks inherent in such participation of which the ordinary prudent person is or should be aware. Patrons have a duty to exercise good judgment and act in a responsible manner while using the axe throwing equipment and facility and other equipment, and while engaging in such activities. Patrons have a duty to obey all oral or written warnings, or both, prior to or during participation, or both.
b) You have a duty to not participate in any axe throwing activity or engage in any other activity or use any other equipment, when under the influence of drugs or alcohol and hereby acknowledge that the sale or consumption of alcohol at the Harts Hooterhaus Facility is not a waiver or exemption of this provision.
c) You have a duty to properly use all safety equipment provided.
d) You have a duty to not participate in any activity on any axe throwing court, or engage in other activities or use other equipment, if you have pre-existing medical conditions, circulatory conditions, heart or lung conditions, recent surgeries, back or neck conditions, high blood pressure or if you may be pregnant.
e) You have a duty to wear closed toe shoes and remove inappropriate attire including hard, sharp or dangerous objects such as buckles, pens, purses, badges and so forth.
f) You have a duty to play responsibly. This includes: 1) To permit only one Participant per lane in the throwing zone; 2) To permit only two Participants in the court which consists of two lanes; 3) To never retrieve an axe before the other Participant throws their axe; 4) To only retrieve your axe from the throwing zone, 5) After retrieving your axe, to handle it in a safe manner; 6) After finishing your throwing session, to return the axe to its holder; 7) To never remove an axe from the throwing zone; and 8) To obey all instructions, verbal, posted or otherwise, from Harts Hooterhaus Facility employees.
g) You have a duty to use the Harts Hooterhaus axe throwing equipment, and other equipment, within your own limitations, training and acquired skills.
h) You agree to follow and obey all posted, oral and stated warnings and patron education signs.

**PARTICIPANT AGREEMENT**

I have had sufficient opportunity to read this document and agree to be bound by its terms. I understand that employees working at the Harts Hooterhaus Facility, including the manager, do not have the authority to waive any provision of this Agreement. This Agreement constitutes and contains the entire agreement between Harts Hooterhaus and me relating to my use of the Harts Hooterhaus Facility. There are no other agreements, oral, written, or implied, with respect to such matters. I agree that if any portion of this Agreement is found to be unenforceable, the remaining portions shall remain in full force. I have read each and every paragraph in this document and I and they agree to be bound by the terms stated therein, including the release of liability contained therein. I certify that I am the greater of the age of majority of the jurisdiction of operation of Harts Hooterhaus or 18 years of age. I am entering into this agreement on behalf of the Releasing Parties. In summary, by my signature below, I acknowledge and agree that I am giving up any right to bring a legal action or assert a claim against Harts Hooterhaus for its negligence or any defective product at the Harts Hooterhaus Facility.
By applying my electronic signature to this agreement, I agree that my electronic signature is the legally binding equivalent of my handwritten signature on paper. I will not, at any future time, claim that my electronic signature is not legally binding or enforceable. By electronically signing and submitting this agreement, I acknowledge that I have read and fully understand the terms of the agreement; voluntarily agree to be bound by this agreement; and certify that I am 18 years of age or older.
My signature applies to all pages of this contract.
I understand that I will receive a Portable Document Format (PDF) version of this agreement after it is signed at the email address I have provided. To view the PDF document, I understand that I will need software that enables me to receive and access PDF files. In order to print and retain a hard copy of this agreement, I understand that I will also need a printer connected to my computer.

On [date], I agree to the terms of the above Agreement:

