

UNDER 18 RELEASE OF LIABILITY, WAIVER AND ASSUMPTION OF RISK

WARNING: BY SIGNING THIS WAIVER, YOU ARE WAIVING CERTAIN LEGAL RIGHTS

I, the undersigned, desire to participate in the attractions at BARS AND RECREATION INC, AXE MKE INC, NORTHSOUTH CLUB INC, NINE BELOW INC, AND/OR SPLASH STUDIO INC including but not limited to recreational axe throwing, miniature golf, and/or deck shuffleboard (the "Activity".)

In consideration for being allowed to participate in the Activity on the date as set out below, which consideration is hereby expressly accepted and acknowledged, **I RELEASE AND FULLY DISCHARGE BARS AND RECREATION INC, AXE MKE INC, NORTHSOUTH CLUB INC, NINE BELOW INC, AND/OR SPLASH STUDIO INC**, their subsidiaries, affiliates, members, owners, officers, shareholders, employees, volunteers, agents, representatives, and assigns (hereinafter "BARS AND REC") from any and all claims I may now and/or in the future have against BARS AND REC, and from any 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 or observance of the Activity, which is caused by any NEGLIGENT ACT OR OMMISION of BARS AND REC. This release expressly includes:

- the design, location, construction, inspection and maintenance of the fencing, the cages or throwing lanes, the floors, including any rails, ramps, boxes, specialty flooring, fencing, barriers, wall designs, targets, including the selection of the construction materials or the failure to construct fences or other barriers;
- the posting or failure to post warnings or signs, or any of the classification and labeling of the axes, fencing, cages, throwing lanes, miniature golf course or shuffleboard courts;
- the design, construction, or maintenance of the golf equipment, obstacles, shuffleboard equipment, or axes, including the blades or handles, or the attachment of the axe blade head to the handle.

I ACKNOWLEDGE AND ACCEPT THAT THE ACTIVITY IS DANGEROUS. There are inherent known and unanticipated risks and dangers and/or hazards of participating in the Activity. I understand that I could suffer property damage, as well as minor injuries or serious injuries, including bruises, scrapes, cuts, broken bones, psychological injury, paralysis, or even death, and/or loss resulting from any of these. I understand, accept, and assume all risks of my participation. I have adequate medical insurance to cover any injuries to myself and/or agree to bear the costs of such treatment of any injury. I do not have any medical condition which could interfere with my safe participation in this Activity. I acknowledge that the risks of the Activity can be greatly reduced by using common sense.

I ACKNOWLEDGE AND UNDERSTAND that, for a fee of \$400.00 in addition to the normal admission price, I may participate in the Activity without a requirement to sign a Release of Liability. In signing this Release of Liability, I acknowledge I am aware of this option offered by BARS AND REC and hereby waive my right to purchase the same.

I accept full responsibility for any personal injury which may result from my participation in the Activity, and I hereby HOLD HARMLESS BARS AND REC for any personal injury sustained by me, including death, caused by the negligence of BARS AND REC while participating or observing the Activity. I agree not to bring any action or lawsuit against BARS AND REC for any personal injury caused by the NEGLIGENCE of BARS AND REC.

I UNDERSTAND that by executing this agreement, I am representing that I am at least eighteen (18) years old and that I have read, and understand, the agreement. **FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (UNDER 18 AT THE TIME OF REGISTRATION):** I certify that I, as parent/legal guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above, and for myself, my child, and our heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to a minor child's involvement, or participation at BARS AND REC as provided herein, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES**, to the fullest extent provided by law.

I AGREE that this Release of Liability, Waiver and Assumption of Risk will be governed by the Laws of the State of Wisconsin and that any dispute arising from this Release of Liability, Waiver, and Assumption of Risk will be adjudicated by the State of Wisconsin, and I agree to reimburse BARS AND REC for any reasonable fees incurred in the defense of any action based upon my participation in the Activity. If I commence any action, or if any heir, agent, assign, or representative on my behalf does so, and BARS AND REC is added to the action in any manner whatsoever, whether justified or not, then I will be jointly and severally liable to BARS AND REC for the legal costs incurred in any such action, and agree to completely indemnify BARS AND REC.

PHOTOGRAPHS, VIDEOS AND RECORDINGS. I hereby grant BARS AND REC the right to take any pictures or video during my participation or observance of any other's participation in the Activity, and that BARS AND REC may use any pictures, videos or recording for promotion in print or digital media. BARS AND REC will own such images and I further grant BARS AND REC permission to copyright, publish, distribute, use, modify, print and reprint such images in any manner whatsoever related to BARS AND REC, including without limitation publications, advertisements, brochures, website images, or other electronic displays and transmissions. I forever release and hold BARS AND REC harmless from any and all liability arising out of the use of the images in any manner or media whatsoever and waive any and all claims or causes of action related to the use of the images. Furthermore, by providing my email address above, I agree to receive electronic communications from BARS AND REC.

In accordance with Wisconsin law, nothing in this Release should be construed as releasing, discharging, or waiving any claims I may have for reckless or intentional acts on the part of BARS AND REC.

I HAVE READ AND FULLY UNDERSTOOD THIS FORM AND AGREE TO BE BOUND BY IT DURING THIS AND ALL SUBSEQUENT VISITS TO BARS AND REC. I am aware that by signing this release of liability, I am waiving certain legal rights including the right to sue BARS AND REC, INC, its owners, officers, shareholders, agents, or employees for negligent acts or omissions.

CAUTION: READ BEFORE SIGNING! THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND WILL BAR YOUR RIGHT TO SUE!

DATE: _____ SIGNATURE: _____

AGE: _____ PRINT NAME: _____

PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE (UNDER 18):

I am the parent or legal guardian of any minors or wards listed herein. I agree to take responsibility for their safe conduct and adherence to the posted or explained rules for each attraction. I agree to ask the staff of BARS AND REC about any rules, posted, displayed, or spoken, which I do not understand; I agree not to participate, and to not allow my children or wards to participate, if I do not understand or am unwilling or unable to comply with any posted, displayed or explained rules.

DATE: _____ LEGAL GUARDIAN SIGNATURE: _____

LEGAL GUARDIAN PRINT NAME: _____

