



AXE THROWING

RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of being permitted to participate in the Activity (as defined below) provided by Bowl Incline Inc., a Nevada corporation ("Bowl Incline"), the undersigned, for him/herself and each of his/her personal representatives, heirs and assigns agrees to and represents the following:

1. **I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANTS NOT TO MAKE ANY CLAIM IN ANY FORUM AGAINST BOWL INCLINE OR ANY OF THEIR PARENT, SUBSIDIARY OR AFFILIATED ENTITIES, OR THE SHAREHOLDERS, OFFICERS, DIRECTORS, AGENTS, SERVANTS, EMPLOYEES, INSURERS, SUCCESSORS AND ASSIGNS, OF BOWL INCLINE (COLLECTIVELY, THE “RELEASED PARTIES” AND INDIVIDUALLY A “RELEASED PARTY”) IN CONNECTION WITH PARTICIPATION IN THE ACTIVITY. THE RELEASE GIVEN HEREIN SHALL INCLUDE A RELEASE OF THE RELEASED PARTIES FROM ANY AND ALL LIABILITY, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OR DAMAGE AND ANY CLAIM OR DEMAND THEREFOR ON ACCOUNT OF ANY INJURY TO PERSON OR DAMAGE TO PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO PARTICIPATION IN THE ACTIVITY, WHETHER ALLEGED TO BE CAUSED BY THE RELEASED PARTIES OR OTHER PERSONS OR ENTITIES.**

2. I understand that I will be engaging in an activity that includes the dangerous act of throwing axes (the "Activity"). I understand that the Activity is inherently dangerous and involves numerous risks. These risks include, but are not limited to, the following: (a) being hit by an axe that is thrown, overthrow, or that bounces back (whether purposeful or accidental); (b) failure of equipment used in connection with the Activity, including without limitation, axe breakage; (c) tripping, slipping and/or falling on or from inanimate or animate objects while participating in the Activity; (d) suffering splinters; (e) physical exertion, fatigue, stress, exhaustion, heart attack, or the unavailability of emergency medical care; and (f) all foreseeable or unforeseeable injuries that could flow from the Activity. I understand that the Activity presents the risk of serious injury or even death to me, and that the injuries or death may be caused by the acts or failures to act (including negligence) of a Released Party, third parties, whether or not under the control of a Released Party, or myself. I have knowingly evaluated all inherent risks, both foreseen and unforeseen, and choose to participate notwithstanding those risks.

3. In consideration for being allowed to participate in the Activity, I voluntarily assume all of the risks of and accept personal responsibility for all damages and losses resulting from or related to any injury or harm, including but not limited to temporary or permanent disability and/or death, I might sustain while participating in the Activity. **I release, waive, discharge and covenant not to sue any of the Released Parties from any liability, losses, damages, claims, causes of action or costs of any kind or nature that are caused by, result from or relate in any way to the Activity. I release all liability not only on behalf of myself, but also on behalf of anyone who might bring a claim or sue as a result of my injury or death.**

4. I acknowledge and fully understand that I am assuming all risks associated in any way with the Activity, and that I am providing the Released Parties with a release, waiver and covenant not to sue regardless of the potential, actual or alleged cause of any injuries or death and whether or not those injuries or death were caused, potentially caused or alleged to be caused, in whole or in part, by (a) my own actions, inactions or negligence, (b) the actions, inactions or negligence of any Released Party, or (c) the actions, inactions or negligence of third parties.

5. I agree to defend, indemnify and hold harmless the Released Parties from any and all loss, liability, damage, cost, or expense (including reasonable attorneys' fees) that they may incur arising out of or related to participation in the Activity, whether caused by my negligence, or otherwise.

6. I agree that if I believe anything related to the Activity to be unsafe, I will promptly report such to the operator of the Activity and will refrain from participating in the Activity.

7. I agree that this Release, Waiver of Liability, Assumption of Risk and Indemnity Agreement shall be construed under the laws of the State of Nevada. I agree that this Release, Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to any and all acts of all Released Parties and is intended to be as broad and inclusive a release as is permitted by the laws of the State of Nevada. If any portion of this Release is held to be invalid, it is agreed that the remaining provisions, notwithstanding the invalid portion, shall continue in full force and effect.

8. I represent and warrant that I have full power and authority to enter into and perform all terms, covenants, conditions, representations and warranties required by this Release, Waiver of Liability, Assumption of Risk and Indemnity Agreement and further represent and warrant that I am not under any obligation nor have any other reason that prevents me from entering into this Release, Waiver of Liability, Assumption of Risk and Indemnity Agreement and fully performing all of the obligations hereunder.

9. I represent that I am physically, mentally, emotionally, and intellectually fit and able to partake in the Activity, nor have a pre-existing medical condition or injury affecting my ability to participate in the Activity.

10. If either party sues to enforce the provisions of this Release, Waiver of Liability, Assumption of Risk and Indemnity Agreement or defends against any claim or suit brought against any of the Released Parties using the Release, Waiver of Liability, Assumption of Risk and Indemnity Agreement as a defense to such claim or suit, the prevailing party therein shall be entitled to recovery of reasonable attorney's fees expended in the prosecution or defense of any claim and costs of suit. The state or federal courts located in Washoe County, Nevada, and the laws of the State of Nevada shall be the sole and exclusive venue and forum for any litigation and for enforcing and interpreting any provision hereunder and the undersigned agrees and consents to subject himself/herself to the jurisdiction of such courts for the resolution of any disputes arising hereunder. I expressly waive any objection to any litigation being exclusively located in Nevada or to the application of Nevada law to any claim or suit.

11. I authorize the Released Parties to photograph, videotape, audio record, televise, duplicate, and/or otherwise record my image, voice, and likeness during the Activity (the "Recordings"). I agree that the Released Parties will own the Recordings and I irrevocably authorize the Released Parties to use, display, publish, and distribute, the Recordings for any purpose on websites, publications, broadcasts, displays, and any other medium, and to offer the Recordings to others for use. I waive any right to inspect or approve the Recordings that may be used by them now or in the future, whether that use is known to me or not. I release the Released Parties from all liability arising out of the use of the Recordings, including but not limited to any claims arising out of my right of privacy or right of publicity and any claims based on any distortions, optical illusions, or faculty mechanical reproductions, and any claims arising out of the negligence of any Released Party. I waive any claim for compensation or financial benefit related to the Recordings.

12. I acknowledge that my name and mobile number may be shared with one or more of the Released Parties.
13. I hereby authorize Bowl Incline to secure, and I consent to, any medical treatment that may be given to me should Bowl Incline determine, in its sole discretion, that I need medical care, as a result of my participation in the Activity. I accept full responsibility for all costs related to my medical treatment, including any transportation costs, and I release all parties involved from any type of liability for anything that may happen during my treatment or transport.
14. I acknowledge and agree that I am fully and solely responsible for any of my property and personal belongings that I bring or that I use during the Activity, and that Bowl Incline will not be responsible for or provide any security for my property or belongings.
15. I acknowledge that an inherent risk of exposure to COVID-19 exists in any public place where people are present, and by participating in the Activity I voluntarily assume all risks related to exposure to COVID-19.

I have read this Release, Waiver of Liability, Assumption of Risk and Indemnity Agreement and fully understand its terms and understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any representation, warranty, inducement or guarantee being made to me by the Released Parties, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I understand that, but for my representations and warranties contained herein, I would not be permitted to participate in the Activity.

Signature _____

Date of Birth _____

Print Name _____

Date _____

IF UNDER THE AGE OF 18 YEARS OF AGE, SIGNATURE OF PARENT OR GUARDIAN IS REQUIRED.

As parent or legal guardian of a participant under 18 years of age, I have read and voluntarily agree that said minor may participate in the Activity and I sign this release on their behalf. I specifically agree to all terms and provisions of this entire Release, Waiver of Liability, Assumption of Risk and Indemnity Agreement as set forth above, which are incorporated here by reference, and assume all liability arising from or related to the Activity on behalf of myself and on behalf of said minor. I understand that I am assuming the risk, waiving liability and releasing the Released Parties from any liability, including claims, whether made directly by or on behalf of the minor, or claims that I might make independently or derivatively on account of injury to or death of the minor as a result of participating in the Activity, and whether alleged to be caused by the Released Parties, the minor, myself, or third parties.

I give the Released Parties permission to treat said minor in case of illness, injury, emergency, or accident. Should emergency medical services become necessary for said minor, the expenses are the sole responsibility of the undersigned parent or guardian. My personal health and accident insurance covers any accident or illness which I or the minor participant may incur during the Activity, and I will personally guarantee any cost or other liability incurred during an evacuation or treatment.

Signature _____

Date of Birth _____

Parent/Guardian's Printed Name _____

Date _____

Minor's Printed Name _____

EMERGENCY CONTACT INFORMATION.

Please contact the following person in case of an emergency:

Name _____

Phone _____

Address _____

Relationship _____