**The Mad Axer**

**Member Application Form**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

D.O.B: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cell No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact: Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Copy of driver's license provided: Yes / No

\_\_\_\_\_\_\_\_ I agree that The Mad Axer may contact me via

email with regard to events, specials, appointment

reminders, etc.

\_\_\_\_\_\_\_\_ I agree that The Mad Axer may contact me via

text message with regard to events, specials,

appointment reminders, etc. I understand that usage or

data rates may apply.

CC# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Expiration Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Security# \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Zip:\_\_\_\_\_\_\_\_\_\_\_\_\_

The Mad Axer Fee schedule with designated membership fee is $60 per month. Due on the

\_\_\_\_\_\_ day of each month.

\_\_\_\_\_\_\_\_ I understand and agree that my credit card will be on file and automatically charged monthly. If I wish to cancel my membership I must give notification at least 1 week before the renewal date in order for my credit card to not be charged for the next month of membership.

**The Mad Axer Membership Agreement**

This membership agreement is accepted and agreed to by the member. The acceptance by the member of this agreement extends to the members, members representatives, members heirs, members agents, administrators, executors, trustees and assigns. This membership gives you access to the facility monthly after signing the membership agreement/liability waiver. I understand that The Mad Axer, assumes no responsibility for physical or emotional injury, death, property damage, expense, and/or loss which I may sustain as a result of participating in axe throwing or other events at the facility or which may occur upon the premises of The Mad Axer, during, while participating in, or subsequent to any activity at the premises due to any cause, including but not limited to, willful misconduct, negligence, gross negligence, breach of duty, and failure to protect me from the risk and hazards of participating in axe throwing or other activities on the premises. I hereby expressly and voluntarily RELEASE AND FOREVER DISCHARGE The Mad Axer and agree to indemnify and hold them harmless from any and all claims for injury, illness, death, loss or damage which I may suffer as a result of participation in these activities at The Mad Axer. I agree to release The Mad Axer from any liability for other claims, including loss of property, to the fullest extent of the law. This release and indemnification agreement shall be as broad and inclusive as permitted by the law of the State of California. If any portion of this membership agreement is held to be invalid, the balance of the agreement shall continue in full force and effect. I acknowledge and understand that The Mad Axer and its owners, directors, officers, volunteers, representatives and agents are NOT responsible for the errors, omissions, acts or failures to act of any party including other members who are participating or spectating at the facility.

I hereby agree to indemnify and hold harmless from and against all losses, liabilities, claims, costs, damages and/or expenses whatsoever paid, incurred and/or suffered by The Mad Axer, including, but not limited to, any and all attorney fees, costs, damages or judgments The Mad Axer incurs in the event that I cause any injury, damage and/or harm to The Mad Axer and/or any and all other persons or entities against The Mad Axer. I will indemnify, save and hold harmless The Mad Axer from any litigation expense, attorney’s fees, loss, liability or costs, damages or expenses which may result from such a claim. I fully understand that Axe Throwing is a form of physical exercise and is associated with certain risks. I fully understand and acknowledge that Axe Throwing is risky and dangerous and that there is a possibility that personal injury, death, property damage and other losses may result from engaging, participating and viewing this type of activity. In an emergency, I authorize The Mad Axer to administer first aid by trained staff and to obtain emergency medical treatment for me. I accept responsibility for all fees incurred in the care and transportation by ambulance to the Hospital Emergency Room in the event that The Mad Axer requests an ambulance for me. I understand that The Mad Axer is not responsible, nor liable for personal property lost or stolen while members are using the facility or on the premises. I hereby discharge, release and waive The Mad Axer from any and all liability for lost or stolen merchandise. I give my permission to The Mad Axer to use, without limitation or obligation, any photographs, videos and/or tape recordings of which may include my image or voice unless I notify The Mad Axer in writing prior to participation at The Mad Axer. I understand that The Mad Axer may suspend or terminate my membership without any liability for failure to adhere to the terms of this agreement, for violation of the facilities policies, for violation of the facilities code of conduct for violation of the facilities rules and procedure and that the The Mad Axer shall further be authorized to suspend or terminate my membership agreement in the event that The Mad Axer determines that my conduct is unsportsmanlike, poses a danger to the safety and wellbeing of other members or my behavior is disruptive to other members. The decision of The Mad Axer to suspend or terminate my membership is at the sole and absolute discretion of the management/owners of The Mad Axer. As a Member I agree and consent to The Mad Axer inspecting coolers and other personal property that I bring into the facility in order to confirm compliance with the rules and regulations of The Mad Axer. I agree to abide by all rules and regulations of The Mad Axer and that I have been provided with a copy of the rules and regulations. By signing this membership agreement the member confirms and agrees that member has read and fully understands the terms of this agreement. I acknowledge that this agreement has been voluntarily signed, I have had sufficient opportunity to read and understand this entire document and consult with legal counsel, or have voluntarily waived my right to do so. I knowingly and voluntarily agree to be bound by all terms and conditions set forth herein.

**AGREEMENT**

As consideration for the use of the facility and participation in activities run by The Mad Axer (4 Bros Entertainment LLC, I, the undersigned Participant, hereby agree to the following:

I understand that participation in axe throwing may carry some risk of harm or injury.  I acknowledge that I am aware of the potential risks involved with such activity. Where The Mad Axer appears in this document, I understand and agree that that name means 4 Bros Entertainment LLC and includes its agents, servants, employees, insurers, successors and assigns.

I knowingly, intentionally, and voluntarily waive and release any legal claims arising in tort against The Mad Axer connected to my use of the facilities run by The Mad Axer and my participation in the activities offered by The Mad Axer, including claims for personal injury, property damage, medical expenses, loss of services or any other damages whatsoever.

This waiver and release include, but is not limited to, a release for claims arising from my own negligence, the negligence of The Mad Axer and its personnel, negligence in the construction, maintenance and upkeep of the facility and its equipment, and negligence in training or supervision.  I hereby release The Mad Axer from all liability arising from my use of these facilities and participation in The Mad Axer activities.

I agree and covenant that I will not institute any claims or legal action against The Mad Axer for any claim released by this Agreement.  I further covenant that I shall indemnify The Mad Axer for any claim made against The Mad Axer in contravention of this Agreement, including but not limited to derivative claims and claims made by a next friend or guardian.  My indemnification extends to responsibility for reimbursing Clever Fox for the entire cost of any claim – including expenses related to litigating the claim, attorney’s fees, and costs of court.

I acknowledge that The Mad Axer is not responsible for any lost or stolen valuables.

**RULES OF PARTICIPATION**

In participating in The Mad Axer activities, I understand and agree to be bound by the following rules of participation:

I understand that this activity has risks including, but not limited to, being in a reasonably small space with general public and the possibility of failure to lear how to properly throw axes in the allotted time.

I agree to comply with the directions of staff and employees of The Mad Axer.

I understand that the facility is subject to audio and video monitoring and I consent to being monitored while at the facility.

I acknowledge that photos, audio, or video may be taken of me while at the facility to enhance the player(s) experience and for safety and security purposes.

Unless indicated otherwise I consent to The Mad Axer’s use of any photos and videos of me for publicity or marketing purposes.

I understand that a violation of any of the rules above may result in my loss of the ability to participate in Clever Fox activities and/or my removal from the facility without any refund.

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