



RELEASE OF LIABILITY, WAIVER AND ASSUMPTION OF RISK

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

PLEASE READ THE BELOW CAREFULLY

First Name	Last Name	Phone Number
Email	Emergency Contact Name	Emergency Contact Phone Number

I, the undersigned, desire to participate in recreational axe throwing (the "Activity".) at Reo Starplex

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 ALLEN 78 INVESTMENT GROUP LLC**, their subsidiaries, affiliates, members, owners, officers, shareholders, employees, volunteers, agents, representatives, and assigns (hereinafter "REO BAR & GRILL") from any and all claims I may now and/or in the future have against REO BAR & GRILL, 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 REO BAR & GRILL. 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 REO BAR & GRILL 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 REO BAR & GRILL for any personal injury sustained by me, including death, caused by the negligence of while participating or observing the Activity. I agree not to bring any action or lawsuit against REO BAR & GRILL for any personal injury caused by the NEGLIGENCE of REO BAR & GRILL.

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.

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 REO BAR & GRILL 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 REO BAR & GRILL is added to the action in any manner whatsoever, whether justified or not, then I will be jointly and severally liable to REO BAR & GRILL for the legal costs incurred in any such action, and agree to completely indemnify REO BAR & GRILL.

PHOTOGRAPHS, VIDEOS AND RECORDINGS. I hereby grant REO BAR & GRILL the right to take any pictures or video during my participation or observance of any other's participation in the Activity, and that REO BAR & GRILL may use any pictures, videos or recording for promotion in print or digital media. REO BAR & GRILL will own such images and I further grant REO BAR & GRILL permission to copyright, publish, distribute, use, modify, print and reprint such images in any manner whatsoever related to REO BAR & GRILL, including without limitation publications, advertisements, brochures, website images, or other electronic displays and transmissions. I forever release and hold REO BAR & GRILL 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 REO BAR & GRILL.

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 REO BAR & GRILL.

I HAVE READ AND FULLY UNDERSTOOD THIS FORM AND AGREE TO BE BOUND BY IT DURING THIS AND ALL SUBSEQUENT VISITS TO REO BAR & GRILL. I am aware that by signing this release of liability, I am waiving certain legal rights including the right to sue REO BAR & GRILL, 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!

LIST MINOR CHILDREN

AGE _____

AGE _____

AGE _____

AGE _____

SIGNATURE: _____

DATE: _____

PRINT NAME: _____