

**IN CONSIDERATION FOR BEING ALLOWED TO PARTICIPATE:  
ACKNOWLEDGEMENT AND ASSUMPTION OF RISK**

\_\_\_\_\_ **I am aware that some of the inherent risks of Axe-Throwing Activities include, but shall not be limited to:**

1. Axe-Throwing can involve throwing axes, spears, and other sharp objects through the air at high speeds;
2. Axe-Throwing can involve axes, spears, and other sharp objects splintering, shattering and ricocheting in unintended directions;
3. Axe-Throwing can involve the possible reckless conduct of other participants;
4. Axe-Throwing can involve close proximity to others and physical contact;
5. Axe-Throwing can involve a full range of potential injuries, sickness, and permanent disability or death; and
6. Other incidental risks including leagues, tournaments, practice, travel, transportation, and non-sports outings.

The undersigned participant understands that this activity involves certain risks for physical health and injury. The undersigned participant also understands there are potential risks of which may be presently unknown. Because of the dangers of participating in this activity, the undersigned participant recognizes the importance and the participant agrees to fully comply with the applicable laws, policies, rules and regulations, and any instruction regarding this activity. The undersigned participant understands that Send It! 24/7 Cornhole, Inc., d/b/a Airmail Central, GKA Properties, LLC, and Winbauer Koch Partnership does not insure participants, that any coverage would be through the participant's personal insurance, and that Send It! 24/7 Cornhole, Inc., d/b/a Airmail Central, GKA Properties, LLC, and Winbauer Koch Partnership have no responsibility or liability from this activity.

\_\_\_\_\_ **The undersigned participant acknowledges that the participant voluntarily elects to participate in this activity with knowledge of the danger involved, and hereby agrees to accept and assume any and all risks, known or unknown, of property damage, personal injury, or death.**

\_\_\_\_\_ **The undersigned participant agree that they have informed Send It! 24/7 Cornhole, Inc., d/b/a Airmail Central, GKA Properties, LLC, and Winbauer Koch Partnership of the participant's skill level, participant's axe-throwing ability, participant's comfort level, and any other relevant information in order for Send It! 24/7 Cornhole, Inc., d/b/a Airmail Central, GKA Properties, LLC, and Winbauer Koch Partnership to determine the participant's ability to engage safely in the Axe-Throwing Activities.**

\_\_\_\_\_ **The participant hereby releases Send It! 24/7 Cornhole, Inc., d/b/a Airmail Central, GKA Properties, LLC, and Winbauer Koch Partnership from any and all liability for injuries resulting from the participation in the Axe-Throwing Activities.**

**WAIVER OF LIABILITY AND INDEMNIFICATION**

In consideration for being allowed to participate in the above-referenced activity, on behalf of myself, my heirs, next of kin, successors and assigns, I forever:

- a) **wave, release, and discharge Send It! 24/7 Cornhole, Inc., d/b/a Airmail Central, GKA Properties, LLC, and Winbauer Koch Partnership, and their owners, employees, and volunteers, from any and all negligence to the fullest extent of the law, and liability for my death, sickness, disability, personal injury, property damages, property theft or claims of any nature**

**Participation, Waiver, and  
Release of Liability Form**

**Send It! 24/7 Cornhole, Inc., d/b/a Airmail Central,  
GKA Properties, LLC, and Winbauer Koch Partnership**

which hereafter accrue to me, and my estate as a direct or indirect result of my participation in these activities; and

- b) **waive, release, and hold harmless Send It! 24/7 Cornhole, Inc., d/b/a Airmail Central, GKA Properties, LLC, and Winbauer Koch Partnership**, and their owners, employees, and volunteers, from any claims resulting from the use of equipment or anything else that was provided and caused the injury.

\_\_\_\_\_ I acknowledge that while **Send It! 24/7 Cornhole, Inc., d/b/a Airmail Central, GKA Properties, LLC, and Winbauer Koch Partnership** will make every reasonable effort to minimize exposure to known risks, all stresses and hazards associated with this activity cannot be foreseen. I have a personal responsibility to follow safety rules and procedures established by **Send It! 24/7 Cornhole, Inc., d/b/a Airmail Central, GKA Properties, LLC, and Winbauer Koch Partnership** and will make them aware of any point in which I question my ability to participate in any activity.

\_\_\_\_\_ I acknowledge that while **Send It! 24/7 Cornhole, Inc., d/b/a Airmail Central, GKA Properties, LLC, and Winbauer Koch Partnership** will make every reasonable effort to minimize exposure to COVID-19, the risks of serious injury and illness do exist. I knowingly and freely assume the risk of possible exposure.

\_\_\_\_\_ I acknowledge that I am over eighteen (18) years of age, am of sound mind, and am legally competent to read, understand, and sign this form. I hereby certify I will not allow anyone under eighteen (18) years of age to participate in this Activity or to be within the designated Activity area. I have not been advised to not participate by a qualified medical professional and I certify that there are no health-related reasons or problems that preclude my participation in this activity.

Consent is given for the participant to receive medical treatment which may be deemed advisable in the event of injury, accident, or illness during this activity or event. Consent is given for my photo, video, or film likeness to be used for any legitimate purpose without any remuneration to me of any kind. This release and waiver shall be construed broadly to provide a release and waiver to the maximum extent possible under applicable law.

\_\_\_\_\_ I, the undersigned participant, affirm that I am freely signing this agreement. **I have read this form and fully understand that by signing this form I am giving up my legal rights** and remedies which may otherwise be available to me regarding any injuries and losses I may sustain as a result of participation in this activity. I agree that if any portion of this release is held to be invalid, the remainder will continue in full legal force and effect.

**READ BEFORE SIGNING**

\_\_\_\_\_  
Name of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature