

WARRANTY AND CONSENT ASSUMPTION OF RISK RELEASE AND WAIVER OF LIABILITY

INDEMNITY AGREEMENT

IN CONSIDERATION of allowing me to participate in the program, related events and activities of 4:25 Entertainment, DBA Oregon Axe

I WARRANT TO YOU THAT:

1. I am familiar with the risk of serious injury and death which any participant in this program must assume, and
2. I believe that I am physically, emotionally and mentally able to participate in this program, and
3. I understand that all applicable rules for participation must be followed and that at all times the sole responsibility for personal safety remains with me, and
4. I will immediately remove myself from participation, and notify the nearest official, if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that I have experienced any deterioration in my physical, emotional or mental fitness for continued participation in the program.

I UNDERSTAND AND AGREE, on behalf of myself, my heirs, assigns, personal representatives and next of kin, that my participation in this program and execution of this document constitutes:

1. an unqualified ASSUMPTION OF ALL RISKS associated with participation in this program by me even if arising from negligence, or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of the program organizer and any persons associated therewith or participating therein, and
2. a FULL AND FINAL RELEASE AND WAIVER OF LIABILITY of the program organizer and all persons and organizations associated with it and the program including without limiting the generality of the foregoing, its officers, directors, officials, agents and/or employees, other participants, sponsors, advertisers, owners and/ or lessors of the premises used to conduct the program, sanctioning bodies, medical or rescue personnel (the RELEASEES), of and from with the respect to all injury, disability, death or loss or damage to person or property whether arising from the negligence, or negligent rescue of or by the foregoing or otherwise, and

3. an UNDERSTANDING NOT TO SUE the RELEASEES for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly from the participation in this program by me, and
4. an AGREEMENT TO INDEMNIFY, and to SAVE and HOLD HARMLESS the RELEASEES, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them whether the claim is based on the negligence or the gross negligence of the RELEASEES or otherwise.
5. I confirm that the 4:25 Entertainment, DBA Oregon Axe will not be held responsible in the event of any complaint or legal action undertaken against myself as a result of consuming alcohol at 4:25 Entertainment, DBA Oregon Axe Premise.
6. In the event that 4:25 Entertainment, DBA Oregon Axe takes photographs or videos, I hereby assign full copyright of these photographs and videos to 4:25 Entertainment, DBA Oregon Axe. (and the related representatives and assigns) together with the right of reproduction either wholly or in part.

Furthermore, I grant 4:25 Entertainment, DBA Oregon Axe the perpetual and irrevocable and unrestricted right to use and publish video and/or photographs of me, or where I may be included for editorial trade, product or service advertising and such other fashion /business purpose in any manner and medium, including advertising with any retouching or alteration without restriction or compensation.

I HAVE READ THIS DOCUMENT THOROUGHLY.

I UNDERSTAND THAT THE RELEASEES ARE RELYING UPON MY WARRANTIES, ASSUMPTIONS, WAIVER AND RELEASE, UNDERTAKINGS AND AGREEMENTS WHEN ACCEPTING MY PARTICIPATION IN THIS PROGRAM.

I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I GIVE UP SUBSTANTIAL LEGAL RIGHTS I WOULD OTHERWISE HAVE.

I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT.

_____	_____	_____
Printed name of participant	Signature	Date

_____	_____	_____
Printed name of Parent or Guardian	Signature	Date

Email Address

