Rohn Investments Inc. dba The Vault

WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in Axe and Knife Throwing (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge Rohn Investments Inc. dba The Vault, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM AND DURING THIS ACTIVITY.

I agree to indemnify and hold harmless Rohn Investments Inc. dba The Vault against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Rohn Investments Inc. dba The Vault incurs any of these types of expenses, I agree to reimburse Rohn Investments Inc. dba The Vault.

I acknowledge that Rohn Investments Inc. dba The Vault and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Rohn Investments Inc. dba The Vault.

I ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE A TEST OF A PERSON'S PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, SERIOUS INJURY, AND PROPERTY LOSS.

The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.

I believe that I am physically, emotionally and mentally able to participate in axe and knife throwing and by signing below provide confirmation of my ability to participate.

I understand the consuming alcohol is not a requirement to participate in any event. If I do consume alcohol during an event, I confirm that I am 21 years of age and I am doing so of my own choice and volition and agree to consume alcohol responsibly. I assume the risks associated with alcohol consumption and take full responsibility for my own actions, safety and welfare of myself and others affected by my consumption of alcohol. I agree to exercise ordinary and reasonable care at all times, and will not consume alcohol to the extent that my judgement is impaired. I understand the potential risks associated with the consumption of alcohol and acknowledge that I do not have or am not aware of any medical condition(s) that would prevent me from consuming alcohol or would result in any injury or liability for any accident, injury, theft, loss or damage caused by my impaired judgement or negligence.

I acknowledge and understand that axe and knife throwing is a social activity, and understand the inherent risks of a social activity in contracting a virus like COVID-19 or other contagious diseases. I understand that social distancing, and all other efforts on my and Rohn Investments Inc. dba The Vault part to prevent the spread of contagious diseases, cannot guarantee that I will not become infected and agree to assume this risk and hold Rohn Investments Inc. dba The Vault harmless and not responsible if I contract COVID-19 or other illness as a result of my participation.

I hereby grant permission to the rights of my image, likeness and sound of my voice as recorded on audio or video tape or other recording medium without payment or any other consideration. I understand that my image may be edited, copied, exhibited, published or distributed and I waive the right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of my image or voice recording. I understand that all activities on premises are being recorded for visual and audio record of activities for the safety and welfare of all participants.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE Rohn Investments Inc. dba The Vault AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF

ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST Rohn Investments Inc. dba The Vault FOR PERSONAL INJURY OR PROPERTY DAMAGE.
To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Rohn Investments Inc. dba The Vault, its agents, and employees.
In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.
In the event that any damage to equipment or facilities occurs as a result of my or my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.
In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.
This Agreement was entered into at arm's-length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both the Participant, _____, and Rohn Investments Inc. dba The Vault agree that this Agreement is clear and unambiguous as to its terms, and that no other evidence will be used or admitted to alter or explain the terms of this Agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.
The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of the State of Illinois. Any action related to the breach, enforcement, or otherwise of this Waiver and Release of Liability Agreement shall be brought exclusively in the Seventh Judicial Circuit, Morgan County, Illinois.
In the event of an emergency, please contact the following person(s):

Emergency Contact Name	Contact Relationship	Contact Phone
_____	_____	_____

I, the undersigned participant, affirm that I am of the age of 18 years or older, and that I am freely signing this agreement. I certify that I have read this agreement, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

First Name	Last Name
_____	_____
Email	Phone (Digits Only)
_____	_____
Address	City
_____	_____
State	Zip
_____	_____

Participant's Signature:

_____ Date: _____ Time: _____
