Liability Waiver

Whoop Axe Throwing LLC, Unconditional and Full Waiver of Liability, Assumption of Risk and Indemnity Agreement and Photo and Ad Publicity Media Release (the “Waiver and Full Release”) I, on behalf of myself and any minors ages 13-17 years old , agree that in consideration of being permitted to do any or all of the following: (i) participate in any way in the “Sport of Hatchet Throwing” (to whatever extent I participate including but not limited to just observing); (ii) enter the parking lot, use walkways, enter and use, as permitted the interior and exterior space located at 24400 Swartz Drive, Lake Forest CA, the lobby, main area, pit area and any other area of the building (whether interior or exterior space of any nature or description) (collectively, the “Facilities”); (iii) engage in social events, any other activity on or about the Facilities; and (iv) engage in any activity in any way related to or sponsored by Whoop Axe Throwing wherever located whether or not on or about the Facilities (hereinafter, collectively and individually, the “Activity”), The term “Facilities” shall include, without limitation, all equipment and other items made available to me and other persons on or about the Facilities, including, without limitation, hatchets. I understand that Whoop Axe Throwing would not allow me to participate in the Activity unless I agree to all of the terms of this Waiver and Full Release. Such Waiver and Full Release includes the above and the following terms:

• Prior Physical Examination by Physician and Attestation Concerning COVID-19.

• General. Because physical exercise (such as hatchet throwing) can be strenuous and subject to the risk of serious injury, I acknowledge that Whoop Axe Throwing urges me to obtain a physical examination from a doctor before engaging in the Activity. I represent to Whoop Axe Throwing by signing this Waiver and Full Release that I am in good mental and physical health and there is no risk in my participation in the Activity either to myself or to others. I will advise the management of Whoop Axe Throwing of any condition or concern that I may have that may cause any restrictions in my participation in the Activity. Whoop Axe Throwing will attempt to accommodate me to the extent Whoop Axe Throwing reasonably believes, does not jeopardize the safety of myself and/or others.

• COVID-19. Moreover, I do not have any symptom that is listed by the CDC as a possible sign or indication that I may have COVID-19. I will not engage in the Activity or come onto the Facilities if I suspect that I may have COVID-19 or there is a high likelihood that I may have been exposed to someone with COVID-19. If any employee of Whoop Axe Throwing suspects that I may be infected with COVID-19, I will be asked to leave immediately from the Facilities with a full refund.

• No Supervision. I agree that there is no obligation for Whoop Axe Throwing to provide supervision of any description to me or any other person with any Activity except for the initial instructions provided to me by Whoop Axe Throwing. In addition, there is no supervision or monitoring by Whoop Axe Throwing of the Facilities (including, without limitation, the parking area), the access to and from the Facilities or any other location where Whoop Axe Throwing may host, sponsor or participate in the event of any nature or description.

• Agreement to Comply with All “House Rules”. I also agree to abide by the following “House Rules” at Whoop Axe Throwing:

• To exercise common sense and play responsibly;

• To permit only one (1) person per lane allowed in the throwing zone (designated by caution tape);

• Hatchets can only be retrieved after both participants throw;

• To never retrieve a Hatchet before opponent throws;

• After my turn, to return the Hatchet to the holder (no hand-offs are permitted);

• Hatchets are not to be taken out of pit area and are always to be handled in a safe manner;

• If I am visibly intoxicated or in any way exhibiting any signs that may be a concern for my safety and/or the safety of others, management and/or employees reserve the right to terminate my hatchet throwing and remove me from the Facilities at their discretion; and

• Any other rules or directives that may be issued either in writing or verbally by Whoop Axe Throwing from time to time.

• I agree that violating any of the above rules or by putting myself or anyone else in harm's way will result in termination of my hatchet-throwing with no refund.

ASSUMPTION OF RISK

By initialing below, you agree as follows: Unconditional Photo/Media Release. I hereby freely and irrevocably grant to Whoop Axe Throwing and its authorized employees and agents, the absolute right and permission to copy, exhibit, copyright, use, take, distribute and/or publish my likeness, name, voice, and/or any other image likeness, identifying information, etc. made in relation to my participation in the Activity in photographs, pictures, sketches, video and in any and all other media or form or format of any nature or description, in which I may be included in whole or in part, or in the composite form in conjunction with my name and other identifying information, or reproductions thereof in color or otherwise, made through any media for art, print, web, social media, advertising, film, telecast or any other lawful purpose whatsoever. I also grant Whoop Axe Throwing unlimited rights and permission to use written or verbal statements or testimonials made by me to any person or entity. All of the foregoing uses in this Section of any nature or description are referred to as “Uses of My Image”. It is understood that no compensation has been paid to me and that no fee or compensation shall be due to me for my giving permission for Uses of My Image

• General; Participation in the Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The risks range from (i) minor injuries such as scratches, bruises, and cuts; (ii) major injuries such as eye injury, including but not limited to loss of sight, joint or bodily injuries, and/or emotional harm; and (iii) catastrophic injuries including but not limited to loss of fingers, limbs, temporary or permanent paralysis, psychological damage, and death. Moreover, in light of COVID-19 and other potential diseases, illness (including without limitation, any airborne diseases, pathogens, viruses, bacteria, etc.) and other health issues as more fully set forth below, I agree that if I engage in any Activity and/or use any of Whoop Axe Throwing amenities at the Facilities or off the Facilities including without limitation, any sponsored event by Whoop Axe Throwing (wherever located), I do so entirely at my own risk. I further agree that I am voluntarily participating in the Activity and the use of the Facilities and I fully and unconditionally assume all risks of injury (physical, mental, emotional or psychological), illness, or death. I also agree that Whoop Axe Throwing is also not responsible for any loss of my personal property.

• COVID-19. Notwithstanding any provision in the Waiver and Full Release to participate in the Activity at the Facilities I acknowledge and agree to the following:

• I understand the hazards of the novel coronavirus (“COVID-19”) and am familiar with the Centers for Disease Control and Prevention (“CDC”) guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines, as well as local, state, and other governmental guidelines, laws (including without limitation, governor’s orders), are regularly changed and updated and I accept full responsibility for familiarizing myself with the most recent updates.

• Notwithstanding the significant risks associated with COVID-19 inherent in the Activity due to the proximity of other people, potential infection of air and surfaces (including but not limited to hatchets), which I acknowledge, as well as any other potential illness, infection, disease or any other health concern of any nature or description I hereby willingly choose to participate in the Activity.

• I acknowledge and I FULLY ASSUME the FULL RISK of illness or death related to COVID-19 arising from my being at the Facilities and engaging in the Activity. I understand that there is a significant risk of COVID-19 infection due to the proximity of other people while at the facilities as well as surfaces that may become infected with COVID-19, including without limitation, the hatchets. I will fully comply with all policies and procedures imposed by Whoop Axe Throwing concerning COVID-19. Notwithstanding such policies and procedures, a significant risk of contracting COVID-19 will always be present in the Activity.

• Indemnification and Hold Harmless. I unconditionally agree to indemnify, defend, and hold harmless Whoop Axe Throwing, its affiliates, and their respective owners (shareholders, members, partners, etc.) directors, managers, officers, employees, agents, contractors, trustees, representatives, successors, and assigns (the “Whoop Axe Throwing Releasees”) from any and all liabilities, damages, claims, lawsuits, attorneys' fees, and actions of any kind for any damage or injury arising out of my participation in the Activity, including any damage, loss or injury (including but not limited to death and any risks I have assumed as set forth in this Waiver and Full Release) caused by any act or omission on the part of Whoop Axe Throwing. Without limiting the foregoing, this Waiver and Full Release includes, without limitation, the release of all injuries which may occur as a result of (i) my use of all amenities and equipment at the Facilities and/or my participation in the Activity: (ii) the sudden and unforeseen malfunctioning of any equipment, fixture, wall, cage, table, bench, etc.; (iii) Whoop Axe Throwing instruction, training, supervision, or rules and/or recommendations; (iv) my slipping, falling or any other injury (up to and including death) while accessing, using, leaving or in any way connected with the Facilities (or any other location at which any Activity or event hosted or sponsored in any way by Whoop Axe Throwing); and (v) the infection of COVID-19 or any other illness of any nature or description which might occur; as a result my being at the Facilities and/or engaged in the Activity. I further agree to release and discharge Whoop Axe Throwing Releasees from any and all claims or causes of action due to my negligence, recklessness, and/or intentional misconduct. To the extent that California law does not prohibit releases for negligence, this Waiver and Full Release is also for negligence on the part of Whoop Axe Throwing, its affiliates, and their respective owners, directors, officers, managers, employees, agents, representatives, successors, or assigns. It is my express intent that this Waiver and Full Release shall bind me and my estate, executors, administrators, and all of my and their respective representatives, successors, and assigns, and shall be deemed as an UNCONDITIONAL RELEASE,

WAIVER, DISCHARGE, AND COVENANT NOT TO SUE AND UNCONDITIONAL INDEMNIFICATION of the Whoop Axe Throwing Releasees. This Waiver and Full Release shall be construed, interpreted, and controlled according to the laws of the State of California, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS WAIVER AND FULL RELEASE. I irrevocably consent to the personal jurisdiction of the Orange County Superior Court of California for any dispute arising under this Waiver and Full Release.

• Acknowledgement of Understanding. I have read this Waiver and Full Release and fully understand its terms and that it is, among other things, that it is a FULL AND UNCONDITIONAL RELEASE OF LIABILITY AND FULL AND UNLIMITED INDEMNIFICATION. I certify that I am at least eighteen (18) years of age and suffering under no known legal disabilities; I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. If any portion of this Waiver and Full Release from liability shall be deemed by a court of competent jurisdiction to be invalid, then the remainder of this Waiver and Full Release shall remain in full force and effect and the offending provision or provisions severed here from. I represent that I was advised that I may receive a copy of this Waiver and Full Release before I sign and have it reviewed by an attorney or other person to help me understand the importance of this legal document and the rights I am voluntarily waiving. I acknowledge that Whoop Axe Throwing will not knowingly grant me access to the Facilities and to participate in the Activity unless I agree to the terms and conditions in this Waiver and Full Release. I ACKNOWLEDGE THAT THIS WAIVER AND FULL RELEASE WAS EXPRESSLY NEGOTIATED AND ARE A MATERIAL INDUCEMENT TO THE PERMISSION GRANTED BY ME TO PARTICIPATE IN THE ACTIVITY. IN SIGNING THIS WAIVER AND FULL RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I HAVE READ THE FOREGOING. I acknowledge, understand, and appreciate these and other risks that are inherent in the Activity as set forth above. I hereby assert that my participation is voluntary and that I knowingly assume all such risks. I understand all terms and conditions in this Waiver and Full Release and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made or can be made unless in writing signed by Whoop Axe Throwing and me.

Electronic Signature Authorization

By applying my electronic signature to this agreement, I agree that my electronic signature is the legally binding equivalent of my handwritten signature on paper. I will not, at any future time, claim that my electronic signature is not legally binding or enforceable.

I certify the above information is accurate.