



## **FLORIDA ADVISORY COMMITTEE ON ARSON PREVENTION, INC. (FACAP)**

### **Participant Waiver Agreement, Release of Liability and Assumption of Risk (“Agreement”)**

#### **FACAP 46th Annual Seminar Charity Event: The Firehouse – Urban Axe Throwing, Ocala, Florida**

I, the Participant, have voluntarily elected to use and, if applicable, to allow the minor child(ren) identified herein and referred to individually and collectively herein as “Child”, to use The Firehouse – Urban Axe Throwing - Ocala facilities and equipment located at 1034 NE 14th Street, Ocala, FL 34470, (“The Firehouse”) in connection with an event hosted at The Firehouse by the Florida Advisory Committee on Arson Prevention, Inc. (“FACAP”).

In consideration for being allowed to use said facilities and equipment at The Firehouse, and any other services hosted or provided by FACAP or any of its officers, managers, members, owners, operators, agents, or employees at said location, or any other location within the State of Florida, I represent, acknowledge and agree to all of the following:

- I acknowledge and agree that this Agreement covers and is intended to release and provide other benefits, legal protections, and consideration to FACAP, and their respective and collective agents, owners, officers, managers, shareholders, affiliates, volunteers, participants, employees, and all other persons or entities acting in any capacity on their respective or collective behalf (collectively, “FACAP”).
- I acknowledge and agree that FACAP is not responsible for, and has no control over, the services provided by The Firehouse. I further acknowledge and agree that the employees of The Firehouse are solely responsible for the services provided by The Firehouse.

- **RELEASE OF POTENTIAL INJURIES:** I acknowledge and agree that throwing axes, knives and/or throwing stars and the use of axes, knives and/or any other equipment at The Firehouse and that participating in axe, knife and/or star throwing activities is inherently and obviously dangerous. These risks include serious physical or emotional injury, paralysis, dismemberment, death, damage to myself, the Child, and/or third parties, and damage to personal property of any or all such persons. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity, which I further agree is for recreational purposes and completely voluntary. I acknowledge and agree that, while the throwing axes, knives and/or throwing stars and other activities that take place at The Firehouse are monitored generally by The Firehouse employees, it is not feasible for such employees to monitor the activities and actions of all participants at all times or all participants simultaneously. Furthermore, The Firehouse employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's health or abilities. They may give incomplete warnings or instructions, and the equipment being used might fail.
- **SPECIFIC RELEASE FOR LOW LIGHT ACTIVITIES:** I acknowledge that The Firehouse may at any time engage in activities that involve the use of reduced and altered or theatrical lighting and special effects, which can increase the inherent and obvious dangers of the activity and can lead to physical or emotional injury, paralysis, dismemberment, death, or damage to myself, the Child, and/or third parties, and damage to personal property of any or all such persons. I understand that special rules apply to these activities, and the other programs and activities that involve the use of reduced and altered or theatrical lighting and special effects, and that I and the Child may choose not to participate in such activities. I acknowledge and agree that I and the Child may participate voluntarily in this activity and other similar programs and activities solely and exclusively at our own risk, and that by participating, we waive the right to seek damages for any harm or injuries that occur.
- **SPECIFIC RELEASE FOR ALCOHOL CONSUMPTION:** I agree and understand that The Firehouse permits Participants who are 21 and over to bring and consume beer and wine type alcohol (no liquor) on the premises. If I elect to consume alcohol prior to or during my participation in The Firehouse activities, I agree to assume all risks, known and unknown, related to consuming such alcohol and agree to be fully responsible and liable for any and all claims, demands, damages, losses, injuries, liabilities, obligations, costs or expenses of any kind which may arise due to my consumption of such alcohol (collectively the "Claims"). I hereby agree to indemnify, defend, and hold harmless FACAP from any such Claims.
- **VOLUNTARY ASSUMPTION OF RISK:** I acknowledge and agree that I and the Child are participating voluntarily at our own risk. I acknowledge and agree that the actions or activities of other participants or the actions or inactions of FACAP or The Firehouse employees could cause me or the Child significant bodily injury (as described in this Agreement), and that FACAP is not responsible for the actions or activities of participants using The Firehouse or the negligence of FACAP or The Firehouse

employees in supervising The Firehouse or its usage, including actions, activities, or omissions that result in such harm. Some of the risks include, but are not limited to, the following:

- Participants may die or become paralyzed, partially or fully, through their use of The Firehouse and participation in The Firehouse activities.
  - Participants may suffer cuts, scrapes, bumps, bruises, concussions, the transmission of disease strains and allergic reactions through use of The Firehouse equipment or contact with other participants or surfaces they have contacted. Participants may sprain, pull, break or otherwise seriously externally or internally injure their head, face (including nose and teeth/jaw), neck, torso, spine, arms, wrists, hands, legs, ankles, feet or other body parts as a result of throwing axes, knives or throwing stars, throwing improperly, or making contact with the axe, knife or throwing star, or other participants. As noted above, such injuries can lead to paralysis, disfigurement or death. Participation may result in heat stroke, heart attacks, dehydration and other exertion-related medical events.
  - Observing, standing, sitting or taking photographs at or near any axe throwing lanes or targets can result in similar physical injury as indicated above (even if the observer is not himself or herself participating at the time).
  - Participation during reduced or altered lighting events can affect depth perception and visibility and may cause me and/or my Child to fall, slip, misstep, or bump into other participants or the equipment which can result in a greater risk of serious physical or emotional injury, paralysis, or death.
- **AGREEMENT TO PAY MY OWN MEDICAL EXPENSES:** I acknowledge, accept, and assume the risk of any and all medical conditions, limitations, or disabilities (whether temporary or permanent) that I or the Child possess, whether known or unknown, which might contribute to or exacerbate any injury that I or the Child might sustain as a result of using The Firehouse or any of its equipment. I acknowledge and agree that if medical assistance (of any form, including emergency care, hospitalization, out-patient care, and/or physical therapy) is required or performed as a result of any injury I or the Child sustains while using The Firehouse, such assistance shall be at my own expense.
  - **RELEASE OF LIABILITY:** The Releasing Parties hereby forever, irrevocably and unconditionally release, waive, relinquish, discharge from liability and covenant not to sue FACAP, and their successors, predecessors-in-interest, and insurers (collectively, the "Releasees") from any and all claims, demands, rights, actions, suits, causes of action, obligations, debts, costs, losses, charges, expenses, attorneys' fees, damages, judgments and liabilities, of whatever kind or nature, in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, related to or arising, directly or indirectly, from my or the Child's access to and/or use of The Firehouse, premises and/or its equipment (whether axes or otherwise), the Child's and/or my entry into The Firehouse, the condition,

maintenance, inspection, supervision, control or security of The Firehouse, the failure to warn of dangerous conditions in connection with The Firehouse, and/or the acts or omissions of FACAP or any of the Releasees, including, without limitation, any claim for negligence, failure to warn or other omission, theft of property, property damage, personal injury, emotional injury, illness, bodily harm, dismemberment, disfigurement, paralysis or death. I understand that this release and waiver applies not only to use of axes, but also all other equipment, and all activities and/or games at The Firehouse. I understand that this release and waiver applies to and includes all activities that I or my Child engage in at the premises, whether inside or outside The Firehouse. In the event that any claim released herein is brought by, or asserted on behalf of, the Releasing Parties, I shall immediately defend, indemnify and hold harmless the Releasees, and any of them, from any loss or liability, including reasonable attorneys' fees, associated therewith or arising therefrom.

- **ARBITRATION OF DISPUTES; TIME LIMIT TO BRING CLAIM:** I hereby agree to arbitrate and understand that by agreeing to arbitrate any dispute as set forth in this section, I am waiving my right, and the right(s) of the minor child(ren) previously identified, to maintain a lawsuit against FACAP and the other Releasees for any and all claims covered by this Agreement. By agreeing to arbitrate, I understand that I will NOT have the right to have my claim determined by a jury, and the minor child(ren) previously identified above will NOT have the right to have claim(s) determined by a jury. Reciprocally, FACAP and the other Releasees waive their right to maintain a lawsuit against me and the minor child(ren) above for any and all claims covered by this Agreement, and they will not have the right to have their claim(s) determined by a jury. **ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO MY OR THE CHILD'S ACCESS TO AND/OR USE OF THE FIREHOUSE PREMISES AND/OR ITS EQUIPMENT, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL BE BROUGHT WITHIN ONE YEAR OF ITS ACCRUAL (i.e., the date of the alleged injury) AND BE DETERMINED BY ARBITRATION IN MARION COUNTY, FLORIDA, BEFORE ONE ARBITRATOR. THE ARBITRATION SHALL BE ADMINISTERED IN ACCORDANCE WITH THE AMERICAN ARBITRATION ASSOCIATION AND ITS ARBITRATION RULES AND PROCEDURES. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION.** This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Florida, without regard to any choice of law principles. Notwithstanding the provision with respect to the applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Sec. 1-16). I understand and acknowledge that the AAA Arbitration Rules to which I agree are available online for my review at [www.adr.org/Rules](http://www.adr.org/Rules).
- **PHOTO/VIDEO/SOCIAL MEDIA WAIVER:** In connection with my and the Child's use of The Firehouse, I consent to the recording of the Child's and my physical likeness and/or voice through mechanical, photographic, technical, digital, electronic or other means

("Recordings"). I hereby consent to and authorize FACAP and its agents, representatives, employees, successors and assigns to use, in perpetuity, such Recordings, as well as the Child's name and my name, for any purpose, including advertising, promoting, exploiting and/or publicizing any activity or activities at The Firehouse. I further agree that the foregoing includes the consent to use the Child's and/or my physical likeness in any form. In addition, I waive any and all claims I may have in connection with the Recordings.

- **TERM OF AGREEMENT:** I understand that this agreement extends forever into the future and will have full force and legal effect each and every time I or my child(ren)/ward(s) visit The Firehouse, whether at the current location or any other location or facility.
- **SAFETY IS YOUR RESPONSIBILITY: I AND EACH CHILD AGREE TO FOLLOW THE CODE OF PATRON RESPONSIBILITY:**
  - You acknowledge that there are inherent risks in the participation of throwing axes, knives and/or throwing stars, and that such risks include not only the handling of axes, knives and/or throwing stars, but any other activities associated with throwing axes, knives and/or throwing stars and use of The Firehouse equipment. Participants of The Firehouse who handle, use, and/or throw axes, knives and/or throwing stars, and those who engage in any other activities or use any other equipment, by participation, accept the risks inherent in such participation of which the ordinary prudent person is or should be aware. Participants have a duty to exercise good judgment and act in a responsible manner while handling, using and/or throwing axes, knives and/or throwing stars and other equipment, and while engaging in such activities. Participants have a duty to obey all oral or written warnings, or both, prior to or during participation, or both.
  - You have a duty to not participate in handling, using and/or throwing axes, knives and/or throwing stars, or engage in any other activity or use any other equipment, when under the influence of drugs or alcohol.
  - You have a duty to properly and safely use any axe, knife or throwing star or other equipment provided.
  - You have a duty to not participate in handling, using and/or throwing axes, knives and/or throwing stars, or engage in other activities or use other equipment, if you have pre-existing medical conditions, circulatory conditions, heart or lung conditions, recent surgeries, back or neck conditions, knee or ankle conditions, high blood pressure, any history of spine, musculoskeletal or head injuries.
  - You have a duty to wear proper attire for throwing axes, knives, and/or throwing stars, including the mandatory use of closed toed shoes.
  - You have a duty to avoid bodily contact with other participants.
  - You have a duty to avoid throwing any axe, knife or throwing star at a target if any participant or person is in the target area.

- You have a duty to retrieve any axe, knife or throwing star in or around the target before throwing any additional axe, knife or throwing star at the target.
  - You have a duty to handle, use and/or throw axes, knives, and/or throwing stars, and other equipment, within your own limitations, training and acquired skills.
  - You have a duty to avoid improperly throwing or dropping the axe, knife or throwing star. Serious injuries, dismemberment, paralysis or death can occur if an axe, knife or throwing star is improperly handled, thrown or dropped.
  - You also agree to follow and obey all posted and stated warnings and participant instruction signs.
  - You agree to explain all safety rules to each Child you accompany, and to ensure that each Child obeys the safety rules.
  - You further acknowledge and agree that The Firehouse employees have authority to end your and your Child's participation without refund if it presents a danger to you, your Child and/or others or if you or your Child fail to follow rules or procedures.
- **NOTICE TO THE MINOR CHILD'S PARENT OR NATURAL GUARDIAN: READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF FACAP AND ALL OTHER RELEASEES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM FACAP AND ALL OTHER RELEASEES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND FACAP AND ALL OTHER RELEASEES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**
  - I have read and understood the preceding paragraph. I have had sufficient opportunity to read this document. I have read and understood and agree to be bound by its terms. I understand that no individual on behalf of FACAP has the authority to waive any provision of this Agreement. This Agreement constitutes and contains the entire agreement between FACAP and me relating to the Child's and my use of The Firehouse. There are no other agreements, oral, written, or implied, with respect to such matters. I further agree that this Release shall be construed in accordance with the laws of the State of Florida. If any term or provision of this Release shall be held illegal, unenforceable, or in conflict with any law governing this Release the validity of the remaining portions shall not be affected thereby. By signing below, I represent and warrant that I am the identified individual, parent, legal guardian, natural guardian or power-of-attorney of the above listed Child(ren) and have the authority to execute this

Agreement on my, his/her or their behalf and to act on his/her or their behalf. I have read each and every paragraph in this document and I and they agree to be bound by the terms stated therein, including the release of liability contained therein. I further agree to indemnify and hold harmless the Releasees from any and all claims which are brought by or on behalf of this or these minor Child or Children, or any of them, which are in any way connected with, arise out of, or result from their use of The Firehouse. I am 18 years of age or older. I am entering this agreement on behalf of myself, my spouse or domestic partner, the Child, and our respective and/or collective issue, parents, siblings, heirs, assigns, personal representatives, estate(s), and anyone else who can claim by or through such person or persons (collectively, the "Releasing Parties").

**IN SUMMARY, BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT IF I OR ANY OF MY CHILDREN ARE INJURED IN ANY WAY, THIS WAIVER PREVENTS AND PROHIBITS ANY RECOVERY OF MONEY FROM FACAP.**

DATED: \_\_\_\_\_

\_\_\_\_\_  
First and Last Name

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Address, City, State, ZIP

\_\_\_\_\_  
Driver License / ID #

\_\_\_\_\_  
Minor First and Last Name

\_\_\_\_\_  
Minor Date of Birth

\_\_\_\_\_  
Minor First and Last Name

\_\_\_\_\_  
Minor Date of Birth

\_\_\_\_\_  
**SIGNATURE**