

Ace of Games, Inc.
**Release of Liability, Waiver of Claims, Express Assumption
of Risk and Indemnity Agreement**

I, _____, desire to participate in recreational axe-throwing (the “Activity”) on the date as set out below, which has been organized by Ace of Games, Inc., Hager Enterprise, LLC, their present and former parents, subsidiaries, affiliates and related companies and each of their respective present and former directors, officers, members, shareholders, employees, volunteers, servants, agents, administrators, trustees, successors and assigns and any party or parties who claim a right or interest through them (the “Releasees”).

In consideration for being allowed to participate in the Activity on the date as set out below, which consideration is hereby expressly accepted and acknowledged, on behalf of myself, my representatives, heirs, agents, administrators, trustees, executors, assigns, successors and on behalf of any party or parties who claim a right or interest through me (the “Releasor”), I HEREBY RELEASE, ACQUIT AND FOREVER DISCHARGE, WITHOUT QUALIFICATION OR LIMITATION the Releasees from any and all claims I may now and/or in the future may have against the Releasees, and from any and all liability, for any personal injury, death and/or property damage, expense and/or loss sustained by me as a result of my participation in the Activity due to any cause whatsoever, including but not limited to and without limitation, negligence, gross negligence, willful misconduct, including the failure to take reasonable steps to safeguard or protect me from the risk, dangers and/or hazards of participating in the Activity.

THE RELEASOR ACKNOWLEDGES AND ACCEPTS that the Activity is inherently risky and dangerous, and there is the possibility of personal injury, death, property damage and/or loss resulting therefrom.

THE RELEASOR AGREES AND UNDERSTANDS that in order to participate in the Activity on the date set out below, he/she must agree to be bound by the terms of this Release of Liability, Waiver of Claims, Express Assumption of Risk and Indemnity Agreement (this “Agreement”).

THE RELEASOR AGREES that he/she will be fully responsible for all costs and expenses that may be incurred in providing any special services to him/her, outside of regular services agreed to or provided by the Releasees in connection with the Activity, and without limiting the generality of the foregoing, agrees to be responsible for, and to pay for any and all costs relating to special travel, medical attention, or other special outlay for him/her personally, and the reimburse the Releasees for all costs of these services as may be incurred by them for his/her benefit or at his/her request.

THE RELEASOR HEREBY confirms that by executing this Agreement, he/she is representing that he/she is of the full age of majority and that he/she has read, and understands, this Agreement. The Releasor acknowledges that he/she is not under the influence of any substances, including alcohol, illicit drugs, or prescription drugs, which may affect or impair his/her motor skills, judgment, or general ability to think clearly. IT IS AGREED AND

UNDERSTOOD that the Releasor will not make any claim or take any proceedings against any other person or corporation who might claim, in any manner or forum, contribution or indemnity in common law or in equity.

IT IS AGREED AND UNDERSTOOD that if the Releasor commences such an action, or takes such proceedings, and the Releasees are added to such proceedings in any manner whatsoever, whether justified in law or not, the Releasor will immediately discontinue the proceedings and/or claims, and the Releasor will be jointly and severally liable to the Releasees for the legal costs incurred in any such proceedings, on a substantial indemnity basis. This Agreement shall operate conclusively as an estoppel in the event of any claim, action, complaint or proceeding which might be brought in the future by the Releasor with respect to the matters covered by this Agreement. This Agreement may be pleaded in the event any such claim, action, complaint or proceeding is brought, as a complete defense, and may be relied upon in any proceeding to dismiss the claim, action, complaint or proceeding and no objection will be raised by the Releasor in any subsequent action that the other parties in the subsequent action were not privy to formation of this Agreement.

THE RELEASOR ACKNOWLEDGES that this Agreement contains the entire agreement between the parties hereto, that the terms of this Agreement are contractual, are not a mere recital, and any breach of these terms may be enforced against the Releasor, and may give rise to a damage claim against the Releasor enforceable by a further legal proceeding. The Releasor further acknowledges that the Releasees have not made any oral or written representations or statements that are not otherwise reflected in this Agreement.

THE RELEASOR HEREBY AGREES that this Agreement will be governed by the laws of the Commonwealth of Pennsylvania and that any dispute arising from this Agreement will be adjudicated by the Court of Common Pleas of Northumberland County, Pennsylvania.

I HAVE CAREFULLY READ THE ABOVE WAIVER AND RELEASE OF LIABILITY AND FULLY UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT AND I DO SIGN IT VOLUNTARILY. I AGREE TO PARTICIPATE KNOWING THE RISKS AND CONDITIONS INVOLVED AND DO SO ENTIRELY OF MY OWN FREE WILL.

Date: _____

Signature

Print Name