

**The Loop, LLC  
d/b/a Splitters Axe Throwing**

**Event Contract**

This Event Contract is entered into effective \_\_\_\_\_, 2020, by and between \_\_\_\_\_ (“you” herein), and THE LOOP, LLC, d/b/a SPLITTERS AXE THROWING (“Splitters” herein).

Event: \_\_\_\_\_

Event Location: \_\_\_\_\_

Event Date: \_\_\_\_\_

Event Hours: \_\_\_\_\_

Anticipated Number of Participants: \_\_\_\_\_

1. **YOU:** It is assumed that you are the lead contact and responsible party for your event and that all conversations and arrangements will take place exclusively between you and Splitters.
2. **SERVICES:** Splitters agrees to deliver, setup, operate, and remove the mobile axe throwing trailer at the event location. At least one Splitters representative will be present at all times during the event and the event setup and takedown. Splitters will explain the activity to participants and oversee the event. Splitters agrees to have the mobile axe throwing unit operational for the event hours; however, in some situations operations may need to be interrupted for target changing, maintenance, service, inclement weather, and/or any unforeseen circumstances. Should Splitters fail to provide a fully operational axe throwing unit during the agreed upon time, an extended time period, partial refund, or rescheduling will be offered depending on the amount of time lost.
3. **PAYMENT:** You agree to pay in full the amount charged for services at the time of booking the event. If the event location is outside of Las Cruces city limits, you understand that an additional fee will be added for every mile that exceeds 30 miles. Payment is non-refundable. All bookings are non-transferable.
4. **CANCELLATION:** You acknowledge that you may cancel the event with at least 24-hours’ notice in advance of the event to Splitters and such cancellation will entitle you to a 50% refund of the total amount paid at the time of booking. If you cancel within 24 hours of the scheduled event, you will receive NO refund. If an unforeseen circumstance forces Splitters to cancel the event, you will be notified immediately and offered a full refund, or a rescheduling date.
5. **SETUP/TAKEDOWN:** Splitters will deliver, setup, and remove all necessary equipment from the event location. You will allow access to the event location at least 60-90 minutes before and 60-90 minutes after the event for setup and takedown. You agree to have a reasonably accessible minimum 12’ x 40’ (480 sq. ft.) area with a reasonably level ground for the 20’x 8’x13’ trailer to park. Space shall be clear of overhead electrical lines, low hanging tree branches, and any other objects that may obstruct safe performance of the event. Space should also be clear of underground water wells, and/or septic tanks.

6. **PARTICIPATION IN ACTIVITY:** You understand that you and all of your participants in the event must be over the age of 12 years, physically able to climb a set of 3 ft. stairs, and safely handle and throw a 2 lb. axe. You understand that you and each participant at your event must sign Splitters' Release for Participation in Event or Activity form and Splitters' General Rules and Personal Conduct form before engaging in the event. You understand that Splitters reserves the right to refuse the participation of anyone who displays the inability to safely handle and/or throw an axe due to physical, emotional, and/or mental disabilities. You also understand that Splitters reserves the right to refuse participation to anyone who displays any type of misconduct and/or is impaired by the use of drugs and/or alcohol. For participants under the age of 18 ("minors"), a parent or guardian must sign the Splitters' Release for Participation in Event or Activity form on behalf of the minor participant.
7. **INCLEMENT WEATHER:** Splitters reserves the right, in good faith, to cease the operation should the weather pose a potential danger to our personnel, equipment, you, or your participants. If operation must cease due to inclement weather including, but not limited to rain, lightning, and high winds, a partial refund, or rescheduling date will be offered, at Splitters' complete discretion.
8. **LIABILITY AND INDEMNIFICATION:** You indemnify and hold harmless Splitters, its employees, agents, representatives, officers, directors, owners and assigns, from any and all claims, losses, fines, demands, judgments, damages of any kind or nature, liabilities, lawsuits, arbitrations, and proceedings of any nature arising from or out of or in any way connected to the event. You, to the maximum extent permitted by law, hold Splitters and its employees, agents, representatives, officers, directors, owners and assigns, harmless from any and all claims and/or action of any kind and nature resulting from or related to Splitters' employees' or agents' negligent or intentional acts, errors and omissions in their performance under this Contract.
9. **DAMAGES:** You acknowledge that you are responsible for any damage or loss to Splitters' equipment caused by the misuse or negligence of you and/or your participants. Splitters is not responsible for any damage to your property and you agree to ensure, or assume at your own risk, that Splitters' trailer and related equipment necessary for your event will fit on your property and that access to your event location will be available.
10. **LAW:** This Contract and the event is governed by the laws of the State of New Mexico and you agree that any dispute shall be resolved exclusively by binding arbitration according to the rules of the American Arbitration Association. The prevailing party shall be entitled to an award of attorneys' fees and costs.

You:

\_\_\_\_\_

Signature

Date: \_\_\_\_\_