

## EXCLUSION OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

### Mudd, Sweat & Tears 2017

**PARTICIPANTS: PLEASE READ CAREFULLY. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.** All participants must read, understand and initial after each paragraph/ section as indicated below by the words \_\_\_\_ *initial*

A) I understand that participating in a Mudd, Sweat & Tears event, hereinafter referred to as the ("EVENT") is an inherently dangerous activity that presents extreme obstacles, including but not limited to: steep ascents, descents, mud pits, ice baths, culvert crawls, mud crawls, swims, log carries, wall climbs, ¼ pipes, jumping in water and mud pits, rope and net courses, extreme and uneven terrain, significant and sudden altitude gains, mud slides, rope climbs, and unforeseen and unanticipated hazards of any kind. Further, the course and these obstacles may create risks of severe physical injury and/ or even death, and that these risks cannot be eliminated and/or avoided. \_\_\_\_ *initial*

B) I voluntarily, knowingly and freely accept all risks associated with entering and competing in this event for myself/ and/or my minor child/ward (if under the age of 19), including but not limited to: my actions or inactions, the actions or inactions of others, including: race staff, volunteers, passersby, fellow participants and spectators, adverse and changing weather conditions, falls, collisions with race staff, volunteers, passersby, fellow participants and spectators, submersion in cold or near to freezing bodies of water, or structures containing cold water and/ or a combination of cold water and ice, snow, exposure to all kinds of wild & domestic animals, plants and insects. \_\_\_\_ *initial*

C) I certify that I'm physically fit and have no medical or physical condition that would increase my chances of risks, injury, or severe injury associated with participating in this event. \_\_\_\_ *initial*

D) I realize, that should I have any concerns about my capabilities to participate in the EVENT, that I may arrange, at my own discretion, to view the general race course site and lay-out at any time but no later than 24 hours before the time in which I'm scheduled to compete in the EVENT. I further agree, that this shall be my own responsibility and at my sole discretion, and have absolutely no bearing on the contents or signing of this agreement or any clauses contained therein.

E) I consent to the use of my, and/or my Minor child/ ward's image captured in photographs and/or video taken at the event, for the use of promotional and marketing materials for the event, and by the event company. Further, I waive the right to challenge copyright, or receive any form of remuneration for said use of my, and/or my Minor child/ ward's image captured in either photographs or video at the event, both now and in perpetuity. \_\_\_\_ *initial*

F) I unreservedly agree not to engage in drinking alcohol or taking any form of illegal substance leading up to my participation on the day of the event. Further, I acknowledge that the EVENT company and all associated staff, volunteers and officials, venue hosts and/ or assigned and related personnel reserve the right to remove any participant suspected of being impaired by alcohol or other illegal substance at any time, leading up to, during or after the event while on the event site or property \_\_\_\_ *initial*.

G) I agree to abide by all EVENT rules, posted signage, written and verbal directions, communicated both verbally and non-verbally by EVENT organizers and related personnel at all times. Further, I agree to assist my fellow competitors wherever necessary, and to engage in sportsmanlike conduct at all times. \_\_\_\_ *initial*

H) I acknowledge that EVENT company and all associated staff, volunteers and officials, venue hosts and/ or assigned and related personnel reserve the right to remove any participant exhibiting poor, overall aggressive, unsportsmanlike behavior at any time, leading up to, during or after the event while on the event site or property \_\_\_\_ *initial*

I) I acknowledge that all entry fee payments are final, non-transferable and non-refundable with the exception of: military, fire, rescue, ambulance and police personnel called away for deployment at the time of, or during the event.

J) Check one \_\_\_\_ I am at least 19 years old **OR** \_\_\_\_ I am at least 13 years old and my Parent/ Legal Guardian has reviewed this waiver and consented to its terms.

The "EVENT" company reserves the right to cancel or post-pone the event due to extreme or dangerous weather of any kind, including but not limited to: excessive heat, excessive cold, tornadoes, earthquakes, tropical or non-tropical storms, and any form of severe weather conditions which could result in harm to participants, volunteers, race staff and personnel. In cases such as this, registration fees are non-refundable and each participant will receive a credit voucher enabling them to gain entry in any Adventure Architects Media Group event worldwide for up to year from date of issuance, after which the voucher will be null and void.

