

PARENT/GUARDIAN NAME

FIRST

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LAST

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Entry and Participation Agreements

1. I acknowledge and fully understand that the minor(s) for whom I execute this document may engage only in activities related to the Fruit Shoot Mini Mudder Area and that such activities involve risk of serious injury, as described above, and severe social and economic losses which might result not only from the minor's own acts, omissions, or negligence but also from the acts, omissions, or negligence of others, and further acknowledge that there may be other risks not known to me or reasonably foreseeable at this time.

2. I acknowledge and fully understand that the minor(s) for whom I execute this document will not be subject to supervision by the employees or agents of Tough Mudder INC. and that I will be responsible for supervising the above named minor in their use of the Fruit Shoot Mini Mudder Area.

3. I attest that, if I (or my minor(s)) am pregnant, disabled in any way, or have recently suffered an illness, injury, or impairment, I (or my minor(s)) should have or did consult a physician prior to participating in the Fruit Shoot Mini Mudder Area.

4. I assume all risks and hazards incidental to participation in the Fruit Shoot Mini Mudder Area, and I hereby waive, release, absolve, indemnify, and agree to hold harmless the Released Parties for any claim arising or of an injury to my minor(s) and from any and all liability, claims, actions, demands, expenses, attorney fees, breach of contract actions, breach of statutory duty or other duty of care, warranty, strict liability actions, and causes of action whatsoever arising out of or connected with my minor's participation in the Fruit Shoot Mini Mudder Area. I attest that the minor(s) for whom I execute this document, the above-named participant(s), is/are a minimum of seven (7) years of age as of the date of the Tough Mudder Event.

5. I have evaluated the ability of my minor(s) to be present in the Fruit Shoot Mini Mudder Area, based on prior experience with my minor(s) in similar situations.

I AFFIRM THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR PARTICIPANT(S) LISTED BELOW AND HAVE THE AUTHORIZATION TO PERMIT THE MINOR PARTICIPANT(S) TO UNDERTAKE THE ACTIVITIES DESCRIBED ABOVE.

PLEASE LIST THE NAME OF THE MINOR PARTICIPANT(S) ATTENDING WITH YOU:

Name and Contact Information of a Party to Contact in Case of an Emergency:

Acknowledgment of Understanding: I have read this Parental Consent, Assumption of Risk, Waiver of Liability, and Indemnification Agreement and fully understand its terms. I understand that I am giving up substantial rights for myself, my minor(s), and any other parents, or legal guardians of my minor(s) including my and their right to sue. I further acknowledge that I am freely and voluntarily signing the Agreement and permitting my minor(s) to participate in the Fruit Shoot Mini Mudder Area, and intend my signature to be a complete and unconditional release of all liability due to ORDINARY NEGLIGENCE of Tough Mudder INC. or the INHERENT RISKS of the activity, to the greatest extent allowed by law in the State in which the Tough Mudder Event is held.

Rules: I agree to become familiar with and abide by all written and/or posted rules of Tough Mudder INC., as well as all written and/or posted rules of the Venue ("Venue" refers to where the Tough Mudder Event is held). I further agree to comply with all directions, instructions and decisions of Tough Mudder INC. and Venue personnel. I further agree not to challenge these rules, directions, instructions, or decisions on any basis at any time.

Emergency Delay or Cancellation: I acknowledge that Tough Mudder INC. at its sole discretion may delay, modify, or cancel the Tough Mudder Event or Fruit Shoot Mini Mudder Area if conditions or natural or man-made emergencies make administering the event unreasonably difficult or unsafe. I agree that "emergency" is defined to mean any event beyond the control of Tough Mudder INC., including but not limited to: high wind, extreme rain or hail, hurricane, tornado, earthquake, flood, acts of terrorism, fire, threatened or actual strike, labor difficulty or work stoppage, insurrection, war, public disaster, and unavoidable casualty. In the event of a delay, modification, or cancellation of the Tough Mudder Event as described in this paragraph, I understand that I will not be entitled to a refund of my entry fee or any other costs incurred in connection with the Tough Mudder Event.

General Participation: I understand that Tough Mudder INC. has the authority to issue instructions or directions relating to the manner of my safe participation in the Fruit Shoot Mini Mudder Area and the authority to halt my participation in the Fruit Shoot Mini Mudder Area at any time they deem it necessary to protect the safety of participants, spectators, and personnel; and/or promote fairness and the spirit of Tough Mudder INC..

Removal from Fruit Shoot Mini Mudder Area: I understand that Tough Mudder INC. and Venue personnel may immediately cause anyone who disobeys any rules, directions, instructions, decisions, or laws, or whose behavior endangers safety or negatively affects a person, facility, or property of any type or kind, to be removed from the Fruit Shoot Mini Mudder Area.

Attitude and Behavior: I also agree on behalf of my child to exhibit appropriate behavior at all times; demonstrate respect for all people, equipment, and facilities; and participate with a cooperative and positive attitude.

Alcohol & Drugs: I certify that I am not, and on the date of the Tough Mudder Event will not be, under the influence of alcohol or any drugs that would in any way impair my ability to safely participate in the Fruit Shoot Mini Mudder Area. I further understand that alcohol consumption during the event is prohibited and alcohol consumption following the event is discouraged by Tough Mudder INC. I agree to take full responsibility for any decision to consume alcohol following the event.

Specific Rules: I specifically acknowledge and agree to abide by the following rules: 1) children may not be left unsupervised by their parents at any time while participating in the Fruit Shoot Mini Mudder Area 2) no urination or defecation is permitted outside of designated areas; 3) no wheeled conveyances or pets are allowed in the Fruit Shoot Mini Mudder Area at any time; 4) no clothing, props or equipment that pose an unnecessary risk to participants, spectators or personnel are permitted; and 5) obey civil and criminal laws including traffic laws.

Photography: I understand that any and all photographs, motion pictures, recordings, and/or likenesses of me and the minor(s) for whom I execute this document captured during the Tough Mudder Event by Tough Mudder INC., its affiliated entities or contractors, and/or the media become the sole property of Tough Mudder INC.. I grant the right, permission and authority to Tough Mudder INC. and its designees to use my and the minor(s)' for whom I execute this document name(s) and any such photographs, motion pictures, recordings, and/or likenesses for any legitimate purpose, including but not limited to promoting, advertising, and marketing activities. I further understand that Tough Mudder INC. and its designees have the full right to sell and/or profit from the commercial use of such photographs, motion pictures, recordings, and/or likenesses.

Majority Age: I affirm that I have reached majority age (or will have reached that age by the date of the Tough Mudder Event. Majority age is 18 in all states except Alabama (age 19), Missouri (age 19), Nebraska (age 19), Mississippi (age 21). I further affirm that my participating minor(s) is at least 7 years old and at least 42" tall.

Signature

Print Name

Date

Signature

Print Name

Date