

PARTICIPANT NAME

FIRST

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LAST

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## PARTICIPANT LEGAL LIABILITY AGREEMENT

### Central Texas 2015

**PARTICIPANTS:** READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

**NOTE TO MINORS:** IF YOU ARE UNDER THE AGE OF 18, YOU MAY ONLY ATTEND THE TOUGH MUDDER EVENT ACCOMPANIED BY AN ADULT. YOU ALSO ACKNOWLEDGE THAT YOUR PARENT OR GUARDIAN HAS REVIEWED, UNDERSTOOD AND AGREED TO THE TERMS BELOW.

**NOTE TO PARENTS/GUARDIANS OF MINORS:** YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED, UNDERSTOOD AND AGREED TO THE TERMS BELOW (SUCH TERMS BEING INTERPRETED AS IF THEY APPLIED TO BOTH YOU AND YOUR MINOR CHILD/WARD) AND HAVE THE LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOUR MINOR CHILD/WARD.

**Released Parties** include TOUGH MUDDER INCORPORATED and its directors, officers, employees, agents, contractors, insurers, spectators, co-participants, equipment suppliers, and volunteers; George H. McMahan, Bacon Crest Ltd., Milwaukee Ltd., George McMahan Development LLC and its directors, officers, employees, agents, contractors, insurers, equipment suppliers, and volunteers; all TOUGH MUDDER INCORPORATED event sponsors, organizers, promoters, directors, officials, property owners, and advertisers; governmental bodies and/or municipal agencies whose property and/or personnel are used; and any or all parent, predecessor, subsidiary or affiliate companies, licensees, officers, directors, partners, board members, supervisors, insurers, agents, equipment suppliers, and representatives of any of the foregoing.

**Releasing Parties** include: the participant (and/or my participating minor child/ward) as well as participant's (and/or my participating minor child/ward's) spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on participant's behalf.

**Initial Assumption of Inherent Risks:**

The Tough Mudder event (hereafter referred to as the **TM Event**) is meant to be a test of toughness, strength, stamina, camaraderie, and mental grit that takes place in one place in one day. It is not a race against other contestants, but rather a competition with oneself and the course. The object is to complete the course. Venues are part of the challenge and usually involve hostile environments that might include extreme heat or cold, snow, fire, mud, extreme changes in elevation, and water. Some of the activities include runs, military style obstacles, going through pipes, traversing cargo nets, climbing walls, encountering electric voltage, swimming in cold water, throwing or carrying or getting hit with heavy objects, and traversing muddy areas. In summation, the TM Event is a hazardous activity that presents the ultimate physical and mental challenge to participants.

I acknowledge that the TM Event is an extreme test of my (and/or my participating minor child/ward's) physical and mental limits that carries with it inherent risks of physical injury. **Inherent risks** are risks that cannot be eliminated completely (without changing the challenging nature of the TM Event) regardless of the care and precautions taken by **Tough Mudder Inc (hereafter when referring to the corporate entity Tough Mudder Incorporated and protected parties)**. I also understand that it is extremely strenuous with the accompanying risks and dangers generally present in such activities. I understand that these hazards may be magnified due to the fact that the TM Event is often conducted under what may be extreme conditions and circumstances.

I understand and acknowledge that the **inherent risks include**, but are not limited to: 1) contact or collision with persons or objects (e.g., collision with spectators or course personnel, contact with other participants, contact or collision with motor vehicles or machinery, and contact with natural or man-made fixed objects or obstacles); 2) encounter with obstacles (e.g., natural and man-made water, road and surface hazards, close proximity and/or contact with thick smoke and open flames, barbed wire, pipes, and electric shocks); 3) equipment related hazards (e.g., broken, defective or inadequate competition equipment, unexpected equipment failure, imperfect course conditions); 4) weather-related hazards (e.g., extreme heat, extreme cold, humidity, ice, rain, fog); 5) inadequate or negligent first aid and/or emergency measures; 6) judgment- and/or behavior-related problems (e.g., erratic or inappropriate co-participant or spectator behavior, erratic or inappropriate behavior by the participant, errors in judgment by personnel working the event; and 7) natural hazards (e.g. uneven terrain, rock falls, lightning strikes, earthquakes, wildlife attacks, contact with poisonous plants, marine life and/or ticks).

I further understand and acknowledge that any of these risks and others, not specifically named, may cause injury or injuries that may be categorized as minor, serious, or catastrophic. **Minor injuries** are common and include, but are not limited to: scrapes, bruises, sprains, strains, muscle tension and soreness, nausea, cuts, sunburn, abrasions, grazes, lacerations, and contusions. **Serious injuries** are less common, but do sometimes occur. They include but are not

limited to property loss or damage, broken bones, fractures, torn or strained ligaments and tendons, concussions, exposure, dehydration, heat exhaustion and other heat-related illnesses, mental stress or exhaustion, infection, vomiting, dislocations, hyperthermia, hypothermia, anemia, electrolyte imbalance, loss of consciousness, syncope, dizziness, fainting, seizures, electric shock and/or injury, and neurological disorders/pain. **Catastrophic injuries** are rare; however, we feel that our participants should be aware of the possibility. These injuries can include, but are not limited to, permanent disabilities, stroke, single or multiple organ failure or dysfunction, physical damage to organs, spinal injuries, paralysis, heart attack, heart failure, blood cell disorder, brain swelling, and even death.

I further understand and acknowledge that the TM Event may contain obstacles with electrically charged wiring and fencing which I may be exposed to during the TM Event. I understand and acknowledge that exposure to such electrically charged objects may directly cause or contribute to serious and permanent bodily injury. The injuries include, but are not limited to: skin irritation, electrical burns, muscle spasm, muscle contraction, single or multiple organ failure, eye injuries including cataracts and temporary or permanent blindness, cardiac arrest, heart attack, disruption of normal cardiac rhythm, bleeding, muscular swelling, decreased blood flow to extremities, loss of consciousness, coma, seizure, spinal cord injury, fracture, injury to ligaments, paralysis, stroke muscle weakness, neurological disorder, tingling sensations, infection, muscle breakdown or destruction, depression, anxiety, aggressive behavior, ulcer, pneumonia, sepsis, and even death.

I also understand that it is my responsibility to consult with my personal physician prior to my or my minor child/ward participating in the TM Event to ensure that such participation will not pose any unusual risks to my health and well-being.

I understand that it is my responsibility to inspect the Course, facilities, equipment, and areas to be used, and if I believe or become aware that any are unsafe or pose unreasonable risks, I agree to immediately notify appropriate personnel. By participating in the event, I am acknowledging that I have found the course, facilities, equipment, and areas to be used to be safe and acceptable for participation. I accept full and sole responsibility for the condition and adequacy of my (and/or my minor child/ward's) equipment.

**I understand fully the inherent risks of my (and/or my participating minor child/ward's) participation in the TM Event and assert that I (and/or my participating minor child/ward's) am/are willingly and voluntarily participating in the event. I have read the preceding paragraphs and acknowledge that 1) I know the nature of the TM Event; 2) I understand the demands of this activity relative to my (and/or my participating minor child/ward's) physical condition; and 3) I appreciate the potential impact of the types of injuries that may result from the TM Event. I hereby assert that I knowingly assume all of the inherent risks of the activity on behalf of myself and/or on behalf of my minor child/ward and take full responsibility for any and all damages, liabilities, losses, or expenses that I (and/or my participating minor child/ward) may incur as a result of participating in the TM Event.**

**Initial Waiver of Liability for ORDINARY NEGLIGENCE:** In consideration of being permitted to participate in the TM Event, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **I (on behalf of the Releasing Parties) hereby forever waive, release, covenant not to sue, and discharge Tough Mudder Inc and the other Released Parties from any and all claims resulting from the INHERENT RISKS of the TM Event or the ORDINARY NEGLIGENCE of Tough Mudder Inc (or other Released Parties) that I (and/or my participating minor child/ward) may have arising out of my (and/or my minor child/ward's) participation in the TM Event.**

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from the TM Event participation, which includes injury during course inspection, observation, practice runs, the event, medical treatment, base area features and while on the premises (including, but not limited to base area, stands, sidewalks, parking areas, sponsor promotions, restrooms, first-aid tents, and dressing facilities); and 2) any and all claims resulting from damage to, loss of, or theft of property.

**Initial Indemnification Agreement:** In consideration of being permitted to participate in the TM Event and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **I hereby agree to hold harmless, defend and indemnify Tough Mudder Inc (and the other Released Parties) from and against any and all claims of co-participants, rescuers, and others arising from my (and/or my participating minor child/ward's) conduct in the course of my (and/or my participating minor child/ward's) participation in the TM Event.** For the purposes hereof, "claims" includes all actions and causes of action, claims, demands, losses, costs, expenses and damages, including legal fees and related expenses. This indemnity shall survive the expiration or sooner termination of the TM Event.

PARTICIPANT NAME

FIRST

Grid for first name

LAST

Grid for last name

P

Initial Other Agreements

Venue and Jurisdiction: If, despite the overriding Mediation and Arbitration provision I agree to below, legal action proceeds in a court of law, the local state or federal court where TM Event is held has the exclusive jurisdiction and that only the substantive laws of the State in which the TM Event is held shall apply.

Severability: I understand and agree that this Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the state in which the TM Event is held and that if any provision shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be severed from this Agreement and does not affect the validity and enforceability of any remaining provisions.

Integration: I affirm that this agreement supersedes any and all previous oral or written promises or agreements. I understand that this is the entire Agreement between me and Tough Mudder Inc. and cannot be modified or changed in any way by representations or statements by any agent or employee of Tough Mudder Inc. This Agreement may only be amended by a written document duly executed by all parties.

Mediation and Arbitration: In the event of a legal issue, I agree to engage in good faith efforts to mediate any dispute that might arise. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims arising out of my (and/or my participating minor child/ward's) participation in the TM Event shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect. The cost of such action shall be shared equally by the parties. I further acknowledge and agree that any question, issue, or dispute as to the arbitrability of any dispute, controversy, or claim arising out of my participation in the TM Event, will be submitted to an arbitrator in accordance with the applicable rules of the American Arbitration Association then in effect. The Arbitration Rules of the American Arbitration Association are available on-line at www.adr.org.

Class Actions: I agree that any arbitration, mediation or legal action shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. Claims may not be joined or consolidated unless agreed to in writing by all parties.

Initial Agreements for the Protection of Participants:

- I represent and warrant that I (and/or my participating minor child/ward) am/are in good health and in proper physical condition to safely participate in the TM Event. I certify that I (and/or my participating minor child/ward) have no known or knowable physical or mental conditions that would affect my/our ability to safely participate in the TM Event, or that would result in my/our participation creating a risk of danger to myself (and/or my participating minor child/ward) or to others.
I represent and warrant that I (and/or my participating minor child/ward) am/are in full command of my/our faculties and am/are not under the influence of alcohol or drugs and agree not to participate in a TM Event while under the influence of alcohol and/or drugs.
I acknowledge that Tough Mudder Inc recommends and encourages each participant to get medical clearance from his/her personal physician prior to participation. I assert that I (and/or my participating minor child/ward) have not been advised or cautioned against participating by a medical practitioner. I understand that it is my responsibility to continuously monitor my own (and/or my participating minor child/ward's) physical and mental condition during the Course, and I agree to withdraw immediately and notify appropriate personnel if at any point my/our continued participation would create a risk of danger to myself (and/or my participating minor child/ward) or to others.
I represent and warrant that I (and/or my participating minor child/ward) am/are covered by medical insurance.
In the event of an injury to me (and/or my participating minor child/ward) that renders me (and/or my participating minor child/ward) unconscious or incapable of making a medical decision, I authorize appropriate Tough Mudder Inc personnel and emergency medical personnel at the event to make emergency medical decisions on my (and/or my participating minor child/ward's) behalf (including, but not limited to CPR and AED).
I authorize Tough Mudder Inc to secure emergency medical care or transportation (i.e., EMS) when deemed necessary by Tough Mudder Inc. I agree to assume all costs of emergency medical care and transportation.

Entry and Participation Agreements:

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. 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.

Chaperones: If you are a chaperone of a participating minor you agree to supervise and stay with the participating minor at all times during the Event.

Emergency Delay or Cancellation: I acknowledge that Tough Mudder Inc at its sole discretion may delay, modify, or cancel the TM Event 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 TM 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 TM Event.

Govern Participation: I understand that Tough Mudder Inc has the authority to issue instructions or directions relating to the manner of my (and/or my participating minor child/ward's) safe participation in the Course or Related Activities and the authority to halt my (and/or my participating minor child/ward's) participation in the Course or Related Activities 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 Course: 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 Course.

Fee Refunds: I understand that all fees and associated costs (including optional product purchases, spectator tickets, and donations), paid in registration for this TM Event are not refundable for any reason under any circumstances, including but not limited to injury, a scheduling conflict, and/or event cancellation.

Attitude and Behavior: I also agree 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 understand that the consumption of any alcohol and any illicit or illegal drugs or substances during the event is strictly prohibited. Tough Mudder Inc will only allow the responsible consumption of alcohol after the TM Event. The consumption of any illicit or illegal drugs or substances before, during, and after the TM Event is strictly prohibited. I agree to take full responsibility for any alcohol consumption at the Event.

Specific Rules: I specifically acknowledge and agree to abide by the following rules: 1) no urination or defecation is permitted outside of designated areas; 2) no wheeled conveyances or pets are allowed in the Course at any time; 3) no clothing, props or equipment that pose an unnecessary risk to participants, spectators or personnel are permitted; and 4) 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/or my participating minor child/ward) captured during the TM 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/or my participating minor child/ward's) name 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.

Acknowledgment of Understanding: I have read this Assumption of Risk, Waiver of Liability, and Indemnification Agreement and fully understand its terms. I understand that I (and/or my participating minor child/ward) am/are giving up substantial rights, including my/our right to sue. I further acknowledge that I (and/or my participating minor child/ward) am/are freely and voluntarily signing the agreement and participating in the TM Event, and intend my signature to be a complete and unconditional release of all liability due to ORDINARY NEGLIGENCE of Tough Mudder Inc (and other Released Parties) or the INHERENT RISKS of the activity, to the greatest extent allowed by law in the State in which the TM Event is held.

Signature of Participant

Print Name

Date

IF I AM A PARENT OR GUARDIAN OF A PARTICIPANT UNDER THE AGE OF MAJORITY WHO IS PARTICIPATING IN THE TM EVENT ("MINOR CHILD/WARD"), I HEREBY GIVE MY APPROVAL FOR MINOR CHILD/WARD'S PARTICIPATION IN THE TM EVENT, REPRESENT THAT THE MINOR CHILD/WARD IS IN GOOD PHYSICAL CONDITION AND ACKNOWLEDGE THAT I HAVE REVIEWED UNDERSTOOD AND AGREE TO THE TERMS HEREIN (SUCH TERMS BEING INTERPRETED AS IF THEY APPLIED TO BOTH ME AND THE MINOR CHILD/WARD) AND HAVE THE LEGAL AUTHORITY TO ENTER INTO THIS ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT ON BEHALF OF THE MINOR CHILD/WARD.

Signature of Parent(s)/Guardian(s)

Print Name(s)

Date