

SPECTATOR/VOLUNTEER NAME

FIRST

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LAST

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SPECTATOR & VOLUNTEER LEGAL LIABILITY AGREEMENT Central Texas 2015

SPECTATORS & VOLUNTEERS: 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. IF YOU ARE A PARENT OR GUARDIAN OF A SPECTATOR UNDER THE AGE OF 18 WHO IS ATTENDING THE TOUGH MUDDER EVENT WITH YOU, BY AGREEING TO THIS DOCUMENT, YOU HEREBY AGREE TO THE TERMS OF THIS DOCUMENT ON THEIR BEHALF AND GIVE APPROVAL FOR YOUR CHILD'S ATTENDANCE AND/OR VOLUNTEERING AT THE TOUGH MUDDER EVENT.

Parties
Released Parties include TOUGH MUDDER INCORPORATED and its directors, officers, employees, agents, contractors, insurers, participants, spectators, equipment suppliers, and volunteers; ; George H. McMahan, Bacon Crest Ltd., Milwaukee Ltd., George McMahan Development LLC and their 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 spectator or volunteer as well as his or her 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 the spectator's or volunteer's behalf.

Assumption of Inherent Risks: The Tough Mudder event (hereafter referred to as the **TM event**) is a hazardous activity that takes place in a dangerous and hostile environment. Some of the activities include runs, military style obstacles, going through pipes, traversing cargo nets, climbing walls, encountering electric voltage and fire, swimming in cold water, throwing, carrying, or getting hit with heavy objects, and traversing muddy areas. The environment, the activities, and the competitive efforts of the participants can put spectators and volunteers at serious risk of injury. Spectators will also have the opportunity to participate in base area features. These base area features, like the course carry inherent risks. Some of the **inherent risks** to spectators and volunteers on both the course and base area include, but are not limited to contact or collision with 1) persons or objects (e.g., collision with other spectators, course personnel, participants), motor vehicles or machinery, and natural or man-made fixed objects or obstacles; 2) 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) weather-related hazards (e.g., extreme heat, extreme cold, humidity, ice, rain, fog); 5) inadequate first aid and/or emergency measures; 6) judgment- and/or behavior-related problems (e.g., erratic or inappropriate behavior by participants, personnel, or other spectators, and 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. Common **minor injuries** include, but are not limited to: scrapes, bruises, sprains, strains, muscle tension and soreness, nausea, cuts, sunburn, abrasions, grazes, lacerations, and contusions. Less common **serious injuries** also 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 spectators and volunteers should be aware of the possibility. These injuries can include but are not limited to permanent disabilities, spinal injuries and paralysis, stroke, heart attack, and even death.

I further understand and acknowledge that the TM Event may contain obstacles with electrically charged wiring and fencing. During this event I may be exposed to such electrically charged live wiring. I understand and acknowledge that exposure to such electrically charged objects may directly cause or contribute to bodily injury. These injuries may be serious and permanent. 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 understand fully the inherent risks of a being a spectator or volunteer for a TM event. I have read the preceding paragraphs and acknowledge that I know, understand, and appreciate the risks of being a spectator or volunteer. I hereby assert that I knowingly assume all of the inherent risks of the activity and take full responsibility for any and all damages, liabilities, losses, or expenses that I incur as a result of my presence at the TM event.

Waiver of Liability for ORDINARY NEGLIGENCE: In consideration of being permitted to be a spectator and/or volunteer in the TM event, **I (on behalf of the Releasing Parties) hereby forever waive, release, covenant not to sue, and discharge Tough Mudder INCORPORATED 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 (hereafter used when referring to the corporate entity Tough Mudder Incorporated and other released parties) that I may have arising out of my presence at 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, Burn Zones, 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.

Indemnification Agreement: In consideration of being permitted to attend 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-spectators, co-volunteers, rescuers, and others arising from my conduct in the course of my attending 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.

Other Agreements

- 1) 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.
- 2) I assert that this 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 the remaining portions shall remain in full effect.
- 3) I affirm that this agreement supersedes any and all previous oral or written promises or agreements; constitutes the **entire agreement** between me and Tough Mudder, INC; and can be amended only by a written document duly executed by all parties.
- 4) 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 presence at 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.
- 5) I represent and warrant that I am in full command of my faculties and am not under the influence of alcohol or drugs.
- 6) 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.

Limitations to Spectators and Volunteers: I understand that I have been granted permission to be a spectator or to serve as a volunteer for the TM event. I understand that this **DOES NOT GRANT ME PERMISSION TO PARTICIPATE** in any part of the TM event. I will, however, have the opportunity to participate in base area features. I affirm that I have not paid the fee required to participate in the TM event and recognize that should I participate in

