

MUDATHLON LLC
Waiver and Release Of Claims, Assumption Of Risk and Warning Of Risk

When registering online, my online signature shall substitute for and have the same legal effect as an original form signature. PARTICIPATION WILL BE DENIED, if the signature of an adult Participant or parent and date are not signed at the time and place of the race.

In consideration of being permitted to participate in the Mudathlon®, the undersigned (“Participant” or “I”), and I/we, if the Participant is under the age of 18, the parent(s) or legal guardian(s) of the Participant (“Parents”), hereby expressly agree:

1. I understand that participating in the Mudathlon® is a hazardous activity. [REDACTED]
2. I am fully aware of the risks and hazards involved in and arising from the Mudathlon®. [REDACTED]
3. I assume any and all risks involved in or arising from participation in the Mudathlon®, including without limitation, the risks of bodily injury, partial or total disability, paralysis, and death resulting from falls, contact with other participants or obstacles or the negligent or intentional acts of other participants or any defect or condition of the course or completing the obstacles or any effects regarding the weather, including high heat and/or humidity. [REDACTED]
4. I agree that the Mudathlon® contains extreme and dangerous obstacles, including, but not limited to, mud pits, steep hills, cargo nets, and tires. [REDACTED]
5. I agree not to participate unless I am physically and mentally able. I have no physical or mental condition that should preclude me from participating and I am not participating against medical advice or treatment. [REDACTED]
6. I have not consumed alcohol prior to Mudathlon® or ingested any medicines or substances that will inhibit my mental or physical ability to safely and effectively participate in the Mudathlon®. [REDACTED]
7. I am not Pregnant or suffer from epilepsy, fits, severe head injury, recurrent blackouts or giddiness, disease of the brain or nervous system, high blood pressure, lung or heart disease, recurrent weakness or dislocation of any limb, diabetes, mental illness, drug or alcohol addiction, recent back injury, arthritis and severe joint sprains, chronic bronchitis, asthma, rheumatic fever, thyroid, adrenal or other glandular disorder, recent blood donation or any condition that requires the regular use of drugs. [REDACTED]
8. I agree to abide by the decisions of race officials regarding my ability to safely complete the race. [REDACTED]
9. I agree to exhibit appropriate behavior at all times and to obey all civil and criminal laws. I understand that any inappropriate or illegal conduct or any behavior that endangers the safety, or negatively affects, a race, person, facility, or property of any type or kind may lead to my dismissal or removal, without refund. [REDACTED]
10. I agree that Mudathlon LLC and the host facility are not responsible for any lost or stolen personal items. [REDACTED]
11. I agree that Mudathlon LLC, and its affiliates and sponsors shall have the right, and I hereby grant them the permission to use and distribute any photographs, motion pictures, recordings or any other record of the Mudathlon® for any purpose, including any advertising and marketing purposes. All photographs, motion pictures, recordings or any other record of the Mudathlon® shall belong to and be the sole property of Mudathlon LLC. [REDACTED]
12. I understand that all entries are final and that there will be no refunds. [REDACTED]
13. I understand that race officials reserve the right in any event of emergency or local or national disaster to cancel the race and in the event of cancellation or change there is no refund of entry fees. [REDACTED]
14. I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me as medical professionals may deem appropriate. [REDACTED]

WAIVER, RELEASE AND INDEMNITY

I have read and understand the paragraphs above and understand and agree that there are certain risks of physical injury involved in participating in the Mudathlon® and I voluntarily assume all of the risks and injuries or losses that I may sustain, no matter how severe. In consideration of the acceptance of this agreement and permitting Participant to engage in the Mudathlon®, I EXPRESSLY WAIVE ALL TORT OR OTHER CIVIL LIABILITY against Mudathlon, LLC, its parents, subsidiaries, affiliates, licensees and any of their officers, directors, members, managers, shareholders, employees, agents, and representatives and the owners and lessees of premises used to conduct the Mudathlon®, their officers, officials, instructors, drivers, trainers, agents and/or employees (collectively, the “Released Parties”), and acknowledge that I will not have a claim or cause of action for recovery of damages and may not recover in tort or other civil action against the Released Parties. If any claim is commenced against the Released Parties, I agree to defend and indemnify the Released Parties from any and all claims or causes of action by whomever or wherever made or presented for my personal injuries, property damage, or wrongful death, and to pay the Released Parties’ attorneys fees, expenses, and costs incurred in defending such claims. Should the Released Parties or anyone acting on their behalf be required to incur attorney fees and costs to enforce this agreement, I agree to indemnify and hold harmless the Released Parties for all such fees and costs. I also agree, on my own behalf and on behalf of my heirs, personal representatives, and next of kin, HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES, from any and all claims, demands or causes of action which are in any way connected with the Mudathlon®, including, but not limited to, claims arising out of allegedly negligent acts or omissions of the Released Parties, any claims for damages for injury or death sustained by me, or any person or property, and for any and all claims of any kind or nature arising out of this agreement or participating in the Mudathlon®. This release and indemnity extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I SURRENDER VALUABLE RIGHTS, INCLUDING BUT NOT LIMITED TO THE RIGHT TO SUE, FOR MYSELF AND FOR OTHERS ON MY BEHALF, AND I DO SO FREELY.

_____ Age _____ Date Signed _____
PARTICIPANT SIGNATURE Printed Name

PARENT OR GUARDIAN SIGNATURE IF PARTICIPANT IS UNDER 18

I am the parent or guardian of the above-referenced Participant. I have read and understand the foregoing paragraphs, including the Waiver, Release and Indemnity. I hereby give approval to this child’s participation in the Mudathlon®. I voluntarily assume the risks incidental to this child’s participation and expressly waive all tort or other civil liability against the Released Parties (defined above), and acknowledge that by signing this agreement I may not have a claim or cause of action for recovery of damages and may not recover in tort or other civil action against the Released Parties. If any claim is commenced against the Released Parties, I agree to defend and indemnify the Released Parties from any and all claims or causes of action by whomever or wherever made or presented resulting from Participant’s personal injuries, property damage, or wrongful death, and to pay the Released Parties’ attorneys fees, expenses, and costs incurred in defending such claims. Should the Released Parties or anyone acting on their behalf be required to incur attorney fees and costs to enforce this agreement, I agree to indemnify and hold harmless the Released Parties for all such fees and costs. By signing this agreement, I am fully aware of the potential dangers of the Mudathlon® and understand this waiver and release are necessary to allow Participant’s participation in the Mudathlon®. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT, I SURRENDER VALUABLE RIGHTS, INCLUDING BUT NOT LIMITED TO THE RIGHT TO SUE, FOR MYSELF AND FOR OTHERS ON PARTICIPANT’S AND OUR BEHALF, AND I DO SO FREELY.

_____ Age _____ Date Signed _____
PARENT OR GUARDIAN SIGNATURE Printed Name
(if Participant is 18 years of age or younger)