

AGREEMENT, WAIVER, RELEASE OF CLAIMS, WARNING OF RISK, ASSUMPTION OF RISK, AND COVENANT NOT TO SUE

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

I understand and acknowledge that by checking the box below or signing below, I am legally agreeing to all of the following statements in exchange for being permitted entry as a spectator ("*Spectator*") of Tough Mudder Tri-State on Saturday, November 20th, and Sunday, November 21st, 2010 at Raceway Park ("*Tough Mudder*"), which includes both entry to spectator areas for the Tough Mudder course ("*Course*") and participation in pre- and post-course activities ("*Related Activities*"):

1. **I expressly, knowingly and voluntarily assume all of the risks involved in being a Spectator of Tough Mudder.** I understand and acknowledge that these risks include, but are not limited to: falls; illness; infection; contact or collision with participants, personnel, and other spectators; contact or collision with motor vehicles or machinery; contact or collision with other spectators, including in crowds; natural and man-made water, road and surface hazards; close proximity and/or contact with thick smoke and/or open flames; dangers arising from weather conditions, including but not limited to extreme heat, cold, humidity, ice, rain, snow, hail, lightning, or fog; and inadequate safety, first aid, and/or emergency response measures.

I understand and acknowledge that these risks may cause harms including, but not limited to: bodily injury, ranging from minor to severe; illness or infection, ranging from minor to severe; physical and/or mental effects of exposure to extreme conditions and circumstances, ranging from minor to severe; temporary or permanent disability; paralysis; death; and property damage or loss.

I understand that these risks may be caused in whole or in part by: my own actions or inactions; the actions or inactions of participants; the actions or inactions of other spectators or pedestrians; and/or the acts, inactions, or negligence of the Released Parties (as defined below).

If I believe or become aware that any parts of the Course, facilities, equipment and areas to be used are unsafe or pose unreasonable risks, I agree to immediately notify appropriate personnel.

I expressly assume all risks and take full responsibility for any and all damages, liabilities, losses, or expenses that I incur as a result of observing Tough Mudder.

2. **I understand that this ticket is non-refundable.** I acknowledge and agree that I will not be reimbursed any portion of any fees paid for entry to Tough Mudder or Raceway Park as a Spectator under any circumstances, as I understand that all fees are paid only in exchange for the opportunity to observe the Course and to observe or participate in Related Activities as described in this document.

I understand that I am strongly advised to consult a medical practitioner before observing the Course outdoors in potentially challenging weather conditions and/or participating in any of the Related Activities, especially if I am pregnant, disabled, or have recently suffered any illness, injury, or impairment.

I attest that I am covered by medical insurance, individually or as part of an organization.

3. **I assume full responsibility for any injury, loss or damage associated with my use or consumption of alcohol and/or drugs at any point during Tough Mudder.** I understand the dangers associated with the use or consumption of alcohol and/or drugs and I recognize that such use or consumption might impair my judgment and motor skills. I certify that I am not, and on the date of Tough Mudder will not be, under the influence of alcohol or any drugs that would in any way impair my ability to safely observe Tough Mudder. I assume full responsibility for any injury or loss to myself or to others and for any damage to any personal or real property associated with my use or consumption of alcohol and/or drugs at any point during Tough Mudder.

I further understand that the risks and dangers described in the paragraph above include but are not limited to all risks and dangers associated with the consumption of alcohol. I take full responsibility for any decision to consume alcohol at any point during Tough Mudder and I understand that it is my responsibility to know my own limits. I also understand that the responsibility for injury, loss or damage that I assumed in the paragraph above includes but is not limited to full responsibility for any injury or loss to myself or to others and for any damage to any personal or real property associated with any such decision to consume alcohol.

I hereby indemnify and agree to hold harmless the Released Parties (as defined below) from any injury, loss, or damage described in this section.

4. **I agree to abide by the rules of Tough Mudder and to comply with the directions and instructions of Tough Mudder personnel.** I agree to become familiar with and abide by all written and/or posted rules of Tough Mudder, as well as all written and/or posted rules of Raceway Park. I further agree to comply with all directions, instructions and decisions of Tough Mudder and Raceway Park personnel, including but not limited to instructions or directions relating to the manner of my safe observation of the Course or observation of or participation in Related Activities, and decisions that I will stop observation of the Course or observation of or participation in Related Activities at any time. Except as otherwise prohibited by law, I agree not to challenge these rules, directions, instructions, or decisions on any basis at any time and I acknowledge that they are reasonable and necessary to reduce risk; protect the safety of participants, spectators, and personnel; and/or promote fairness and the spirit of Tough Mudder.

In addition to the above, I specifically acknowledge and agree to abide by the following rules: no entry of any kind by Spectators is permitted to the Course area at any point before, during, or after the event; no urination or defecation is permitted outside of designated areas; no interference is permitted with any participant at any time during the Course; and no clothing, props or equipment that pose an unnecessary risk to participants, spectators or personnel are permitted. I also specifically agree to obey all state and federal civil and criminal laws, including traffic laws and regulations.

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.

I understand that Tough Mudder and Raceway Park personnel may immediately dismiss 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.

5. **I consent to receive medical care and treatment as determined by appropriate Tough Mudder personnel.** In the event of my injury, accident, or illness, I consent to receive medical care and treatment as deemed advisable in the best judgment of appropriate Tough Mudder and/or Raceway Park personnel and/or appropriate medical professionals. If necessary, I authorize appropriate Tough Mudder, Raceway Park and/or other appropriate medical personnel to consent to such medical care

and treatment on my behalf.

I agree to assume liability for any and all medical costs incurred as a result of my participation as a Spectator in Tough Mudder that are not covered by my insurance, including but not limited to costs of: medical care and treatment, ambulance and other medical transportation services (including air ambulance), hospital stays, and physician and pharmaceutical goods and services. I agree to indemnify and hold harmless the Released Parties (as defined below) from all liability for such costs.

- 6. **I grant permission to Tough Mudder LLC to use my photograph and/or any other record of my participation in Tough Mudder for any legitimate purpose.** I understand that any and all photographs, motion pictures, recordings, and/or likenesses of me captured during Tough Mudder by Tough Mudder LLC (“*TM LLC*”), its affiliated entities or contractors, and/or the media become the sole property of TM LLC. I grant the right, permission and authority to TM LLC to use my 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 TM LLC, as sole owner, has the full right to sell and/or profit from the commercial use of such photographs, motion pictures, recordings, and/or likenesses.
- 7. **I acknowledge that Tough Mudder LLC reserves the right to cancel or reschedule Tough Mudder in the event of emergency or other disaster.** I acknowledge that TM LLC in its sole discretion may delay, modify or cancel Tough Mudder if 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 TM LLC, including but not limited to: high wind, extreme rain or hail, snow, hurricane, tornado, earthquake, flood, acts of terrorism, fire, lightning, threatened or actual strike, labor difficulty or work stoppage, insurrection, war, public disaster, significant equipment failure, and unavoidable casualty. I further acknowledge that TM LLC in its sole discretion may also delay, modify or cancel Tough Mudder if conditions on the day of the event are, in the sole judgment of TM LLC, in any way unsafe. In the event of a delay, modification, or cancellation of Tough Mudder 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 Tough Mudder.
- 8. **I hereby waive, release and forever discharge Tough Mudder LLC and the other Released Parties from any and all claims I may have arising out of my participation in Tough Mudder. I covenant and agree not to sue Tough Mudder LLC or any of the other Released Parties for any such claims.**

In consideration of being permitted to participate as a Spectator of Tough Mudder, I hereby agree not to sue and waive, release and forever discharge the following parties (the “*Released Parties*”) from any and all Claims (as defined below): TM LLC and its directors, officers, employees, agents, contractors, insurers and volunteers; Raceway Park Old Bridge Township Raceway Park, Inc, and its directors, officers, employees, agents, contractors, insurers and volunteers; all Tough Mudder event sponsors, organizers, promoters, directors, officials, property owners, and advertisers; all other persons or entities involved with Tough Mudder; all state, city, town, county, and other governmental bodies and/or municipal agencies whose property and/or personnel are used and/or who in any way assist with Tough Mudder; and any or all parent, subsidiary or affiliate companies, licensees, officers, directors, partners, board members, shareholders, supervisors, insurers, agents, and representatives of any of the foregoing.

In consideration of being permitted to participate as a Spectator of Tough Mudder, I hereby waive, release and forever discharge the Released Parties from all of the following (the “*Claims*”): any and all claims, liabilities of every kind, demands, damages (including direct, indirect, incidental, special and/or consequential), losses (economic and non-economic), and causes of action, of any kind or nature, which I have or may have in the future (including court costs, attorneys’ fees and litigation expenses), that may arise out of, result from, or relate to my participation as a Spectator of Tough Mudder or my travel to or from Tough Mudder. I understand and acknowledge that these Claims include, but are not limited to, causes of action for death, personal injury, partial or permanent disability, negligence, and property damage or theft; causes of action relating to the provision of first aid, medical care, medical treatment, or medical decisions (at the site of Tough Mudder or elsewhere); and claims for medical or hospital expenses, including medical transportation services. I understand and agree that the foregoing waiver, release and discharge applies even if the Claims are caused by the negligent acts, omissions, or carelessness of any of the Released Parties.

I understand that this waiver, release and discharge operates for myself as well as on behalf of my 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 my behalf.

- 9. **I hereby agree to indemnify, defend and hold harmless Tough Mudder LLC and the other Released Parties from any and all expenses incurred and claims made that relate to my breach of this Agreement.** I hereby agree to indemnify, defend and hold harmless TM LLC and the other Released Parties from any and all expenses incurred and all claims made by myself or others (including but not limited to court costs, attorneys’ fees and litigation expenses) that arise out of or result directly or indirectly from my breach or failure to abide by any part of this Agreement, my failure to follow any rules or directions as defined in Section 5 above, and/or any of my actions or inactions which cause injury or damage to any other person or property.

I understand that this agreement to indemnify, defend and hold harmless operates for myself as well as on behalf of my 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 my behalf.

I understand and acknowledge that by checking the box below or signing below, I agree that the statutes and laws of the State of New Jersey will apply to all matters relating to this Agreement, including participation as a Spectator of Tough Mudder, regardless of the actual location of Tough Mudder or the principles of conflict of laws. I agree that exclusive jurisdiction for any dispute with TM LLC resides in the courts of the State of New Jersey and expressly consent to the exercise of personal jurisdiction in the State of New Jersey in connection with any dispute.

I understand and agree that this Agreement is intended to be as broad and inclusive as is permitted by the State of New Jersey, 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.

BY CHECKING THE BOX BELOW OR SIGNING BELOW, I AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER (OR WILL BE ON THE DATE OF TOUGH MUDDER), I HAVE READ THIS AGREEMENT, I UNDERSTAND ITS CONTENT, AND I INTENTIONALLY AND VOLUNTARILY SIGN THIS AGREEMENT.

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Signature

.....

Name (Printed)

.....

Date

ONLY COMPLETE THIS SECTION BELOW IF YOU ARE A PARENT OR GUARDIAN OF A SPECTATOR UNDER THE AGE OF 18.

I, the parent or guardian of the aforementioned spectator, hereby give my approval to my/our child's spectating at Tough Mudder and its activities.

I assume all risks and hazards incidental to my/our child spectating at Tough Mudder, and I hereby waive, release, absolve, indemnify, and agree to hold harmless Tough Mudder LLC, its officers, heirs, assigns, administrators, sponsors, supervisors, participants, all city, county, and state governments; Old Bridge Township Raceway Park Inc. and its directors, officers, employees, agents, contractors, insurers and volunteers; all Tough Mudder event sponsors, organizers, promoters, directors, officials, property owners, and advertisers; all other persons or entities involved with Tough Mudder, and all sponsors, their representatives and successors and other persons, for any claim arising or of an injury to my/our child and from any and all claims, causes of actions, obligations, lawsuits, charges, complaints, contracts, controversies, covenants, agreements, promises, damages, costs, expenses, responsibilities, of whatsoever kind, nature or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, from all claims or liabilities of any kind arising out of or connected with my child's spectating at Tough Mudder.

BY CHECKING THE BOX BELOW OR SIGNING BELOW, I AFFIRM THAT I HAVE READ THIS AGREEMENT, I UNDERSTAND ITS CONTENT, AND I INTENTIONALLY AND VOLUNTARILY SIGN THIS AGREEMENT

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Signature

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Name (Printed)

.....

Date