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Tough Mudder LLC
SPECTATOR & VOLUNTEER LEGAL LIABILITY AGREEMENT
MINNEAPOLIS/ST. PAUL – 2014

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 LLC and its directors, officers, employees, agents, contractors, insurers, participants, spectators, equipment suppliers, and volunteers; GAME UNLIMITED HUNTING CLUB INC. and its directors, officers, employees, agents, contractors, insurers, equipment suppliers, and volunteers; all TOUGH MUDDER LLC 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, 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, 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. Some of the **inherent risks** to spectators and volunteers 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 LLC 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 LLC (hereafter used when referring to the corporate entity 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 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 LLC (and the other Released Parties) from and against:** 1) **Any and all claims made by me (or any Releasing Party) arising from injury or loss due to my attendance at the TM event;** and 2) **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) I understand that if that if Mediation and Arbitration prove unsuccessful and legal action is brought, the appropriate state or federal trial court for the state in which the TM Event is held has the **sole and 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, LLC; 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.

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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 affirm that I have not paid the fee required to participate and recognize that should I participate in any activity, Tough Mudder LLC will eject me from the premises immediately and will, under no circumstances, be held responsible or liable for any injury which I may suffer while participating illegally.

Volunteers: I acknowledge that if I and/or my child or ward is volunteering for the TM event it is acting only as a volunteer and not as an employee of Tough Mudder, and there is no expectation to receive any type of compensation from Tough Mudder or any of the above Released Parties. I understand that Tough Mudder reserves the right, in its sole and complete discretion, to deny any person from volunteering or spectating at the TM event.

Health-Related Permissions by Spectators and Volunteers: In the event of an injury or illness that renders me unconscious or incapable of making a medical decision, I authorize appropriate Tough Mudder LLC personnel and emergency medical personnel at the event to make emergency medical decisions on my behalf (including, but not limited to CPR and AED). I further authorize Tough Mudder LLC to secure necessary emergency medical care or transportation (i.e., EMS) and 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 LLC, 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 LLC 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 LLC 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 LLC, 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 LLC has the authority to issue instructions or directions relating to the manner of my safe participation in the Course or Related Activities and the authority to halt my 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 LLC.

Removal from Course: I understand that Tough Mudder LLC 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.

Military: I understand that active duty or deployed military participants may be entitled to a refund on a case-by-case basis upon providing sufficient, official documentation regarding the deployment that conflicts with participating in the event.

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 certify that I am not, and on the date of the TM event will not be, under the influence of alcohol or any non-prescription drugs that would in any way impair my ability to safely participate in the TM

event. I further understand that the consumption any alcohol and any illicit or illegal drugs or substances during the event is strictly prohibited. Tough Mudder LLC will only allow the responsible consumption of alcohol after the TM event. 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 captured during the TM event by Tough Mudder LLC, its affiliated entities or contractors, and/or the media become the sole property of Tough Mudder LLC. I grant the right, permission and authority to Tough Mudder LLC and its designees 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 Tough Mudder LLC 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 TM event. Majority age is 18 in all states except Alabama (age 19), Missouri (age 19), Nebraska (age 19), Mississippi (age 21).

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 am giving up substantial rights for myself and my children or wards, including my and their right to sue. I further acknowledge that I am freely and voluntarily signing the agreement and participating as a spectator or volunteer, and intend my signature to be a complete and unconditional release of all liability due to ORDINARY NEGLIGENCE of Tough Mudder LLC 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 **Print Name** **Date**

IF YOU ARE A PARENT OR GUARDIAN OF A SPECTATOR OR VOLUNTEER UNDER THE AGE OF MAJORITY WHO IS ATTENDING THE TOUGH MUDDER EVENT WITH YOU PLEASE LIST THE NAMES OF THE CHILD SPECTATOR(S) OR VOLUNTEER(S) ATTENDING WITH YOU:

CHILD SPECTATOR/VOLUNTEER NAME(S):

1. _____ 2. _____ 3. _____

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