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| PARTICIPANT NAME | FIRST | <table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 5%;"></td><td style="width: 5%;"></td> </tr> </table> | | | | | | | | | | | | | | | | | | | | | LAST | <table border="1" style="width: 100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width: 5%;"></td><td style="width: 5%;"></td> </tr> </table> | | | | | | | | | | | | | | | | | | | | |
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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 formalised by a written contractual agreement at that time. Should the issue not be resolved by mediation or otherwise unresolved within sixty (60) days of TM Aus being notified by you of such issue, I agree that all disputes, controversies, or claims arising out of my participation in the TM event **shall be submitted to binding arbitration** in accordance with the applicable rules of the Australian Centre for International Commercial Arbitration then in effect. The seat of arbitration shall be Sydney, Australia. The language of the arbitration shall be English and the number of arbitrators shall be one (1). The cost of such action shall be shared equally by the parties.

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 assert that I am **in good health** and in proper physical condition to safely participate in the TM event. I certify that I have **no known or knowable physical or mental conditions** that would affect my ability to safely participate in the TM event, or that would result in my participation creating a risk of danger to myself or to others.
- I acknowledge that TM Aus recommends and **encourages each client to get medical clearance** from his/her personal physician prior to participation.
- I assert that I **have not been advised or cautioned against participating** by a medical practitioner.
- I understand that it is my responsibility to continuously **monitor my own physical and mental condition during the Course**, and I agree to withdraw immediately and to notify appropriate personnel if at any point my continued participation would create a risk of danger to myself or to others.
- I attest that I am covered by **medical insurance**.
- In the event of an injury to me that renders me unconscious or incapable of making a medical decision, **I authorise appropriate TM Aus 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 authorise TM Aus to **secure emergency medical care or transportation** (i.e., EMS) when deemed necessary by TM Aus.
- I agree to **assume all costs** of emergency medical care and transportation.
- I acknowledge that TM Aus has instituted its **rules for the protection** of the participant and co-participants. I agree to familiarise myself with those rules and follow them throughout the event. I also recognise the authority of TM Aus to halt my participation (and, if necessary, have me removed from the premises) if my participation, conduct, or presence endangers myself or my co-participants.

FOR EVENTS HELD IN VICTORIA

Warning under the Australian Consumer Law and Fairtrading Act 2012 (Vic): Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you: • are rendered with due care and skill; and • are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and • might reasonably be expected to achieve any result you have made known to the supplier. Under section 22 of the Australian Consumer Law and Fair Trading Act 2012, the supplier is entitled to ask you to agree that these statutory guarantees do not apply to you. If you sign this form, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 if you are killed or injured because the services provided were not in accordance with these guarantees, are excluded, restricted or modified in the way set out in this form. NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012.

Entry and Participation Agreements

Rules: I agree to become familiar with and abide by all written and/or posted rules of Tough Mudder Pty. Ltd. ("TM Aus"), as well as all written and/or posted rules of the Venue. I further agree to comply with all directions, instructions and decisions of TM Aus 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 TM Aus 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 TM Aus, 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 TM Aus 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 TM Aus.

Removal from Course: I understand that TM Aus and Venue personnel may immediately **cause** anyone who disobeys any rules, directions, instructions, decisions, or laws, or whose behaviour 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 Behaviour: I also agree to exhibit appropriate behaviour 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. 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 captured during the TM event by TM Aus, its affiliated entities or contractors, and/or the media become the sole property of TM Aus. I grant the right, permission and authority to TM Aus 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 TM Aus 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. Majority age is 18 in all States.

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, including my right to sue. I further acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability due to ORDINARY NEGLIGENCE of TM Aus (and other Released Parties) or the INHERENT RISKS of the activity, to the greatest extent allowed by the laws in force of the Commonwealth of Australia or of any State or Territory of the Commonwealth of Australia in which the TM event is held.

Signature

Print Name

Date