

PARTICIPANT NAME

FIRST

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LAST

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## PARTICIPANT LEGAL LIABILITY AGREEMENT

**PARTICIPANTS:** 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.

**NOTE TO MINORS:** YOU CAN ONLY PARTICIPATE IN THE TOUGH MUDDER EVENT IF YOU ARE OVER THE AGE OF 16. IF YOU ARE UNDER THE AGE OF 18, YOU MAY ONLY PARTICIPATE IN THE TOUGH MUDDER EVENT ACCOMPANIED BY AN ADULT. YOU ALSO ACKNOWLEDGE THAT YOUR PARENT OR GUARDIAN HAS REVIEWED, UNDERSTOOD AND AGREED TO THE TERMS BELOW.

**NOTE TO PARENTS/GUARDIANS OF MINORS:** YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED, UNDERSTOOD AND AGREED TO THE TERMS BELOW (SUCH TERMS BEING INTERPRETED AS IF THEY APPLIED TO BOTH YOU AND YOUR MINOR CHILD/WARD) AND HAVE THE LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOUR MINOR CHILD/WARD.

**Released Parties** include TOUGH MUDDER INCORPORATED and its directors, officers, employees, agents, contractors, insurers, spectators, co-participants, equipment suppliers, and volunteers; Nola Motor Club LLC, Motor Realty LLC and their directors, officers, employees, agents, contractors, insurers, equipment suppliers, and volunteers; all TOUGH MUDDER INCORPORATED event sponsors, organizers, promoters, 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 participant (and/or my participating minor child/ward) as well as participant's (and/or my participating minor child/ward's) 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 participant's behalf.

**Initial Assumption of Inherent Risks:**

The TM Event (hereafter used to refer to the appropriate Tough Mudder, Mudderella or Tough Mudder Half event) is meant to be a test of toughness, strength, stamina, camaraderie, and mental grit that takes place in one place in one day. It is not a race against other contestants, but rather a competition with oneself and the course. The object is to complete the course. Venues are part of the challenge and usually involve hostile environments that might include extreme heat or cold, snow, fire, mud, extreme changes in elevation, and water. 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 or carrying or getting hit with heavy objects, and traversing muddy areas. In summation, the TM Event is a hazardous activity that presents the ultimate physical and mental challenge to participants.

I acknowledge that the TM Event is an extreme test of my (and/or my participating minor child/ward's) physical and mental limits that carries with it inherent risks of physical injury. **Inherent risks** are risks that cannot be eliminated completely (without changing the challenging nature of the TM Event) regardless of the care and precautions taken by **Tough Mudder (hereafter used when referring to the corporate entity Tough Mudder Incorporated and Released Parties)**. I also understand that it is extremely strenuous with the accompanying risks and dangers generally present in such activities. I understand that these hazards may be magnified due to the fact that the TM Event is often conducted under what may be extreme conditions and circumstances.

I understand and acknowledge that the **inherent risks include**, but are not limited to: 1) contact or collision with persons or objects (e.g., collision with spectators or course personnel, contact with other participants, contact or collision with motor vehicles or machinery, and contact with natural or man-made fixed objects or obstacles); 2) encounter with 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) equipment related hazards (e.g., broken, defective or inadequate equipment, unexpected equipment failure, imperfect course conditions); 4) weather-related hazards (e.g., extreme heat, extreme cold, humidity, ice, rain, fog); 5) inadequate or negligent first aid and/or emergency measures; 6) judgment- and/or behavior-related problems (e.g., erratic or inappropriate co-participant or spectator behavior, erratic or inappropriate behavior by the participant, errors in judgment by personnel working the event); 7) natural hazards (e.g. uneven terrain, rock falls, lightning strikes, earthquakes, wildlife attacks, contact with poisonous plants, marine life, ticks and untested soil/mud contaminated with bacteria or other similar hazards).

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. **Minor injuries** are common and include, but are not limited to: scrapes, bruises, sprains, strains, muscle tension and soreness, nausea, cuts, sunburn, abrasions, grazes,

lacerations, and contusions. **Serious injuries** are less common, but do 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 participants should be aware that they could occur. These injuries can include, but are not limited to, permanent disabilities, stroke, single or multiple organ failure or dysfunction, physical damage to organs, spinal injuries, paralysis, heart attack, heart failure, blood cell disorder, brain swelling, and even death.

I further understand and acknowledge that the TM Event may contain obstacles with electrically charged wiring and fencing which I may be exposed to during the TM Event. I understand and acknowledge that exposure to such electrically charged objects may directly cause or contribute to serious and permanent bodily injury. 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, amputation, 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 also understand that it is my responsibility to consult with my personal physician prior to my or my minor child/ward participating in the TM Event to ensure that such participation will not pose any unusual risks to my health and well-being.

If I believe, or become aware that any aspect of the TM Event is unsafe or poses unreasonable risks, I agree to immediately notify appropriate personnel. By participating in the TM Event, I am acknowledging that I have found the course, facilities, equipment, and areas to be used to be safe and acceptable for participation. I accept full and sole responsibility for the condition and adequacy of my (and/or my minor child/ward's) equipment.

**I understand fully the inherent risks of my (and/or my participating minor child/ward's) participation in the TM Event and assert that I (and/or my participating minor child/ward's) am/are willingly and voluntarily participating in the event. I have read the preceding paragraphs and acknowledge that 1) I know the nature of the TM Event; 2) I understand the demands of this activity relative to my (and/or my participating minor child/ward's) physical condition; and 3) I appreciate the potential impact of the types of injuries that may result from the TM Event. I hereby assert that I knowingly assume all of the inherent risks of the activity on behalf of myself and/or on behalf of my minor child/ward and take full responsibility for any and all damages, liabilities, losses, or expenses that I (and/or my participating minor child/ward) may incur as a result of participating in the TM Event.**

**Initial Waiver of Liability for ORDINARY NEGLIGENCE:** In consideration of being permitted to participate in the TM Event, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **I (on behalf of the Releasing Parties) hereby forever waive, release, covenant not to sue, and discharge Tough Mudder 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 (or other Released Parties) that I (and/or my participating minor child/ward) may have arising out of my (and/or my minor child/ward's) participation in the TM Event.**

This Participant Legal Liability 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, the event, medical treatment, 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 of my claims relating to the TM Event, including but not limited to, damaged, lost or stolen property, and both contractual and non-contractual claims.

**Initial Indemnification Agreement:** In consideration of being permitted to participate in 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 (and the other Released Parties) from and against any and all claims of co-participants, rescuers, and others arising from my (and/or my participating minor child/ward's) conduct in the course of my (and/or my participating minor child/ward's) participation in 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.

