WAIVER AND RELEASE OF CLAIMS, ASSUMPTION OF RISK, AND WARNING OF RISK

- 1. I acknowledge, understand and agree that my participation in the Dirty GirlTM Event is voluntary.
- 2. I acknowledge that the Dirty GirlTM Event is a risky activity.
- 3. I acknowledge that the Dirty GirlTM Event presents extreme obstacles including, but not limited to, difficult climbs, fire, mud pits, water obstacles, and hills.
- 4. I agree not to participate unless I am medically able.
- 5. I agree to not consume alcohol prior to the Dirty GirlTM Event or ingest any medicines or substances that will inhibit my mental or physical ability to safely and effectively participate in the Dirty GirlTM Event.
- 6. I acknowledge and agree that participation in the Dirty GirlTM Event requires extreme feats of a person's physical and mental limits and carries with it the potential for death, serious injury or property loss.
- I acknowledge and expressly assume the risks of participating in the Dirty GirlTM Event with full understanding of such potential risks and expressly WAIVE, RELEASE, and DISCHARGE 100, LLC, the landlord of the event venue and each of their respective affiliates [including Human Movement Management and Live Nation Worldwide, Inc.], parent companies, subsidiaries and assigns and their members, shareholders, directors, officers, agents, volunteers, clubs, sponsors, promoters and employees (the "Releasees") from any and all claims, costs, expenses or liabilities (including those involving death, disability, personal injury or property damage) arising out of or relating to my participation in the Dirty GirlTM Event, whether caused, in whole or in part, by the RELEASEES SOLE OR CONCURRENT NEGLIGENCE or the NEGLIGENCE or others (whether active or passive) or the wrongdoing, strict liability or fault of the Releasees or otherwise, with the exception of those caused by willful and/or wanton conduct or gross negligence of the Releasees ("Claims").
- 8. <u>I hereby RELEASE, DISCHARGE, WAIVE, and RELINQUISH</u> the Releasees from any and all <u>Claims</u> caused by the condition and/or maintenance of the Dirty GirlTM Event venue or any of its structures.
- 9. I acknowledge that I need to maintain my own medical, disability, and life insurance sufficient in determination to cover any expenses and damages that I, or my family, may incur, including loss of income, arising from my injury, disability or death.
- 10. I agree to abide by any decision of a race official/organizer/director relative to my ability to safely complete the race.
- 11. I agree to obey all civil and criminal laws at all times.
- 12. <u>I assume all risks</u> associated with competing in the Dirty GirlTM Event, including but not limited to falls, contact with other participants, negligent or wanton acts of other participants, completing all obstacles, defects or condition of premises, the effects of the weather, including high heat and/or humidity, cold weather, rainy and wet weather, tornados or any other adverse weather conditions, and all such risks being known and appreciated by me.
- 13. I agree that the Releasees are not responsible in any way for any of my personal items or property that are lost or stolen in the gear check area.

- 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. This Release 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.
- 15. I acknowledge and will abide by the rule that no wheeled baby conveyances or other wheeled devices of conveyance, are permitted in the race.
- 16. I acknowledge no animals are permitted at the event.
- 17. I acknowledge that all entries are final with no refunds.
- 18. I acknowledge that the official race directors reserve the right in any event of emergency, severe weather, local or national disaster to cancel the race and in the event of cancellation or change there is no refund of entry fees.
- 19. I acknowledge that participants are expected to exhibit appropriate behavior at all times, including obeying all laws. This includes respect for all people, equipment, and facilities, and cooperative, positive participation. The Dirty GirlTM Event may dismiss, without refund, anyone whose behavior negatively endangers safety or negatively affects a race, a person, a facility, or property of any type or kind. I also agree to indemnify the Releasees from any and all third party claims caused in whole or in part by my actions.
- 20. I am at least 18 years old _____or, my Parent/Guardian____ has reviewed this document and consented to its terms. (CHECK ONE)
- 21. <u>I recognize and acknowledge that there are certain risks of physical injury</u> to participants in the Dirty GirlTM Event, and <u>I voluntarily agree to assume the full risk</u> of any and all injuries, damages or loss, regardless of severity. <u>I do hereby fully RELEASE</u>, and <u>FOREVER DISCHARGE</u> the Releasees <u>from any and all Claims</u>, including but not limited to those arising from the Releasees own <u>NEGLIGENCE</u>, for injuries, illnesses, damages, expenses, or loss which may accrue to me or my minor child/ward arising out of, connected with, or in any way associated with the Dirty GirlTM Event or related activities.

I ACKNOWLEDGE I HAVE CAREFULLY READ, ACCEPTED AND AGREED TERMS ON THIS WAIVER AND RELEASE OF CLAIMS. ASSUMPTION OF RISK AND WARNING OF RISK (THE "RELEASE AND WAIVER"), AND KNOW AND FULLY UNDERSTAND ITS CONTENT, AND I SIGN THE SAME ON MY OWN FREE ACT AND DEED. I HAVE HAD ANY QUESTIONS REGARDING ITS EFFECT OR THE MEANING OF ITS TERMS ANSWERED TO MY SATISFACTION, ALL PRIOR TO ITS EXECUTION, AND AGREE TO THOSE TERMS FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR COMPULSION. Ι HAVE BEEN OPPORTUNITY TO BARGAIN IN REGARD TO ITS TERMS, AND I HEREBY WAIVE MY RIGHT TO BARGAIN FOR DIFFERENT WAIVER OF I UNDERSTAND LIABILITY TERMS. THAT I HAVE SUBSTANTIAL RIGHTS BY SIGNING IT. I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. THIS RELEASE AND WAIVER SHALL BE BINDING UPON ME AND MY HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS.

The undersigned further agrees that this Release and Waiver is intended to be as broad and inclusive as permitted by law in the State of Wisconsin, and that if any portion hereof is found invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.