

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 drugs that would in any way impair my ability to safely participate in the TM event. I further, understand that alcohol consumption following the event is discouraged by Tough Mudder LLC and take full responsibility for any decision to consume alcohol at that time.

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 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, 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.

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), Nebraska (age 19), and Mississippi (age 21).

.....
Signature of Participant

Tough Mudder LLC

ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY 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.

Parties

Released Parties include TOUGH MUDDER LLC and its directors, officers, employees, agents, contractors, insurers, spectators, equipment suppliers, and volunteers; TERRA ADVENTURES 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 participant as well as participant'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 Tough Mudder event (hereafter referred to as the **TM event**) is meant to be an extreme 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 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 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 LLC (hereafter used when referring to the corporate entity and protected parties)**. I also understand that 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 competition equipment, unexpected equipment failure, imperfect course conditions); 4) weather-related hazards (e.g., extreme heat, extreme cold, humidity, ice, rain, fog); 5) inadequate first aid and/or emergency measures; and 6) judgment- and/or behavior-related problems (e.g., erratic or inappropriate co-participant behavior, erratic or inappropriate behavior by the participant, errors in judgment by personnel working the event.

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, nausea, and cuts. **Serious injuries** are less common, but do sometimes occur. They include, but are not limited to: property loss or damage, broken bones, torn ligaments, concussions, exposure, heat-related illness, mental stress or exhaustion, infection, and concussions. **Catastrophic injuries** are rare; however, we feel that our participants should be aware of the possibility. These injuries can include permanent disabilities, spinal injuries and paralysis, stroke, heart attack, and even death.

I understand that it is my responsibility to inspect the Course, facilities, equipment, and areas to be used, and if I believe or become aware that any are unsafe or pose unreasonable risks, I agree to immediately notify appropriate personnel. By participating in the 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 equipment.

I UNDERSTAND FULLY THE INHERENT RISKS INVOLVED IN THE TM EVENT AND ASSERT THAT I AM 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 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 AND TAKE FULL RESPONSIBILITY FOR ANY AND ALL DAMAGES, LIABILITIES, LOSSES, OR EXPENSES THAT I 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, **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 (OR OTHER RELEASED PARTIES) THAT I MAY HAVE ARISING OUT OF MY PARTICIPATION IN THE TM EVENT.

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from the TM event participation. This includes injury during course inspection, observation, practice runs, the event, and while on the premises (including, but not limited to stands, sidewalks, parking areas, restrooms, and dressing facilities); and 2) any and all claims resulting from damage to, loss of, or theft of property.

.... Initial **Indemnification Agreement**

I hereby agree to hold harmless, defend, and indemnify (defend and pay any judgment, court costs, investigation costs, attorney's fees, and any other expenses incurred that relate to a breach of this contract) **Tough Mudder LLC (and the other Released Parties) from any and all claims made by me (or any Releasing Party) arising from injury or loss due to my participation in the TM event.** This applies both to claims arising from the **inherent risks** of the TM event or the **ordinary negligence** of Tough Mudder LLC (or any Released Parties).

I further agree to hold harmless, defend, and indemnify (defend and pay any judgment, court costs, investigation costs, attorney's fees, and any other expenses incurred that relate to a breach of this contract) **Tough Mudder LLC (and the other Released Parties) against any and all claims of co-participants, rescuers, and others arising from my conduct** in the course of my participation in the TM event.

.... Initial Other Agreements

Venue and Jurisdiction:

I understand that if legal action is brought, the appropriate state or federal trial court for the county of Fountain in the State of Indiana has the **sole and exclusive jurisdiction** and that **only the substantive laws of the State** of Indiana shall apply.

Severability:

I understand and agree that this Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be **as broad and inclusive as is permitted** by the State of Indiana 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.

Integration:

I affirm that this agreement supersedes any and all previous oral or written promises or agreements. I understand that **this is the entire Agreement** between me and Tough Mudder, LLC and **cannot be modified or changed** in any way by representations or statements by any agent or employee of Tough Mudder, LLC. This Agreement may only be amended by a written document duly executed by all parties.

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 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 participation in 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.

.... 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 Tough Mudder LLC 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 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 authorize Tough Mudder LLC to **secure emergency medical care or transportation** (i.e., EMS) when deemed necessary by Tough Mudder LLC.
- I agree to **assume all costs** of emergency medical care and transportation.
- I acknowledge that Tough Mudder LLC has instituted its **rules for the protection** of the participant and co-participants. I agree to familiarize myself with those rules and follow them throughout the event. I also recognize the authority of Tough Mudder LLC 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.

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 Tough Mudder LLC (and other Released Parties) or the INHERENT RISKS of the activity, to the greatest extent allowed by law in the State of Indiana.

Signature of Participant

Date

Name (Printed)