



<b>SPECTATOR OR VOLUNTEER NAME</b>	<b>FIRST</b>	<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td> </tr> </table>													<b>LAST</b>	<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td><td style="width: 5%;"></td> </tr> </table>												

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emergency medical personnel at the event to make emergency medical decisions (including providing emergency medical treatment) on my behalf (including, but not limited to CPR). I further authorize IMG to secure reasonably necessary emergency medical care or transportation and I agree to **assume all costs** of emergency medical care and transportation.

**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, posted or communicated rules of IMG, as well as all written, posted or communicated rules of the Venue. I shall comply with all directions, instructions and decisions of IMG 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 IMG 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 IMG, including but not limited to: high wind, extreme rain or hail, hurricane, tornado, earthquake, flood, acts of terrorism, fire, threatened or actual industrial action, insurrection, war, public disaster, and unavoidable casualty.

**Govern Participation:** I understand that IMG 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 IMG.

**Removal from Course:** I understand that IMG 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.

**Discount Codes:** I understand that to attain a Tough Mudder volunteer discounted ticket that I must check in and out onsite and that discount codes are only valid for one year from the date of volunteering. Volunteer discount codes are non-transferrable or refundable.

**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 will behave appropriately 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 understand that the consumption of any alcohol and any illicit or illegal drugs or substances during the TM Event is strictly prohibited. Tough Mudder 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 TM 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 non-medically necessary wheeled conveyances or non-service animal 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) I agree to 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 IMG, its affiliated entities or contractors, and/or the media become the sole property of IMG. I grant the right, permission and authority to IMG 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 IMG 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 IMG or the INHERENT RISKS of the activity, to the greatest extent allowed by law in the State or Territory in which the TM Event is held.**

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**Signature** **Print Name** **Date**

**IF YOU ARE A PARENT OR GUARDIAN OF A SPECTATOR OR VOLUNTEER UNDER THE AGE OF 18 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:**

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