

PARTICIPANT NAME

FIRST

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LAST

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PARTICIPANT ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

2019 Tough Mudder Event

PARTICIPANTS: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

NOTE TO MINORS: IF YOU ARE UNDER THE AGE OF 18, YOU MAY ONLY ATTEND THE TOUGH MUDDER EVENT ACCOMPANIED BY AN ADULT. YOUR PARENT OR GUARDIAN MUST REVIEW AND AGREE TO THE TERMS BELOW IN ORDER FOR YOU TO PARTICIPATE.

NOTE TO PARENTS/GUARDIANS OF MINORS: YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED, 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: International Management Group of America Pty Ltd (ABN 23 001 788 343) ("IMG"), TOUGH MUDDER PTY. LTD. (ACN 151 871 340) ("TM Aus") and their affiliates, directors, officers, employees, agents, contractors, insurers, spectators, co-participants, suppliers, and volunteers; VENUE and its directors, officers, employees, agents, contractors, insurers, suppliers, and volunteers; all 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 related bodies corporate, parent, subsidiary or affiliate companies, licensees, officers, directors, partners, board members, supervisors, insurers, agents, equipment suppliers, and representatives of any of the foregoing including but not limited to IMG.

Releasing Parties include: the participant (referred to in this document as "I"), 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 Warning of Assumption of Inherent Risks

The Tough Mudder event (hereafter referred to as the "TM Event" and used to refer to the appropriate Tough Mudder, Mudderella or Tough Mudder Half 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 a competition with oneself and the course. Venues are part of the challenge and usually involve hostile environments that might include extreme heat or cold, snow, fire, mud, dust, and water. Some of the activities, in natural and/or manufactured environments, include but are not limited to runs, military style obstacles, going through pipes, traversing cargo nets, climbing walls, encountering electric voltage, swimming in cold water, throwing, carrying or getting hit with heavy objects, encountering dusty or gas-filled environments and traversing muddy areas. In summation, the TM Event is a hazardous activity presenting 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 injury (physical and/or mental). 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 IMG and the other Released Parties. I understand that the TM Event is extremely strenuous and the accompanying risks and dangers are generally present. I understand that these hazards may be magnified with the TM Event often conducted under what may be extreme or stressful conditions and circumstances.

I understand and acknowledge that the inherent risks include, but are not limited to: 1) falls, tripping, uncontrolled landings, contact or collision with persons or objects (e.g., collision or contact with spectators, course personnel, other participants, motor vehicles, machinery, natural or man-made fixed objects or obstacles); 2) encounter with natural and man-made obstacles with water, road and surface hazards, close proximity and/or contact with thick smoke, dust, gas and/or 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; 6) judgment- and/or behavior-related problems (e.g., erratic or inappropriate co-participant or spectator behavior, errors in judgment by personnel working the event); and 7) natural hazards (e.g., uneven terrain, rock falls, lightning strikes, earthquakes, wildlife attacks, contact with poisonous plants, snakes, spiders, marine life and/or ticks). Some water obstacles may contain water that has not been tested for chemicals, disease or other contamination.

I further understand and acknowledge that any of these risks and others, not specifically named, may cause 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 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, eye irritations and/or injury, electric shock and/or injury, and neurological disorders/pain. Catastrophic injuries are rare; but are a possibility. 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, blood cell disorder, brain swelling, 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 will adjust my behavior appropriately and I will immediately notify appropriate personnel. I acknowledge that the time for me to inspect the course facilities, equipment and areas may be limited and IMG makes no warranty, express or implied, as to the safety or suitability of any obstacle at the beginning or throughout the event.

I fully understand the risks involved in the TM Event and assert that I (and/or my participating minor child/ward) 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 physical condition; and 3) I appreciate the potential impact of the types of injuries that may result from the TM Event. I assert that I (and/or my minor child/ward to whom I have explained the inherent risks) knowingly assume all of the risks of the activity and take full responsibility for any and all damages, liabilities, losses, or expenses that I/we incur as a result of participating in the TM Event. In short, I (and/or my participating minor child/ward) am/are participating in the TM Event entirely at my own risk.

Initial Waiver of Liability: To the extent permitted by law (including the Competition and Consumer Act 2010 (Cth), and the Civil Liability Act 2002 (NSW) and in consideration of being permitted to participate in the TM Event, I agree (on behalf of the Releasing Parties) that the Releasing Parties will not make, take or seek any claim, counter claim, cross claim, action, proceeding, application, complaint, course or action, judgment or demand ("Claims") against IMG, TM Aus and any of the other Released Parties arising directly or indirectly out of or in connection with my (and/or my participating minor child/ward) attendance at, and participation in, the TM Event and I (on behalf of the Releasing Parties) unconditionally and irrevocably forever waive, release, covenant not to sue, and discharge IMG, TM Aus and the other Released Parties from and against any loss, liability, cost (including all legal costs and expenses on an indemnity basis), expense, damage, charge, penalty, outgoing or payment, however arising and whether present, unascertained, future or contingent and includes indirect and consequential loss ("Loss") arising directly or indirectly out of or in connection with my (and/or my participating minor child/ward) attendance at, and participation in, the TM Event

Initial Indemnification Agreement: To the extent permitted by law (including the Competition and Consumer Act 2010 (Cth), and the Civil Liability Act 2002 (NSW), I hereby agree to hold harmless, defend, and indemnify IMG, TM Aus and the other Released Parties from any and all Claims made against, or Loss suffered or incurred by, IMG, TM Aus and the other Released Parties and which arises directly or indirectly as a result of or in connection with my (and/or my participating minor child/ward) attendance at, and participation in, the TM Event.

Initial Other Agreements

Venue and Jurisdiction: I understand that if Mediation and Arbitration prove unsuccessful and legal action is brought, the appropriate state or federal trial court for the country of Australia in the State or Territory that the TM Event is held has the sole and exclusive jurisdiction and that only the substantive laws of the State or Territory in which the TM Event is held 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 or Territory in which the TM Event is held 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. Furthermore, notwithstanding anything to the contrary contained within this Agreement, this Agreement will not be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any services pursuant to this Agreement of any provision of any Act of the Commonwealth of Australia or of any State or Territory of the Commonwealth of Australia which by law cannot be excluded, restricted or modified.

