

Dog Policy
Tough Mudder Melbourne 2019

READ THIS DOCUMENT CAREFULLY BEFORE AGREEING TO ITS TERMS. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND MAY AFFECT YOUR LEGAL RIGHTS AND MAY ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

In the event you, an attendee of a Tough Mudder event (the “**Event**”), desire to bring your dog for the purpose of your dog participating in the “Ruff Mudder” Event, you must read, acknowledge and agree to this policy (the “**Policy**”). Please note the following:

- You must strictly adhere to this Policy
- In the event that this Policy conflicts with any applicable law (e.g., local and/or municipal laws), the applicable law shall apply.
- In the event that this Policy conflicts with any rule of the applicable Tough Mudder event venue, the venue rule shall apply.
- Tough Mudder reserves the right to amend this Policy as it sees fit.
- You will follow all directions of IMG or its nominated representative(s) at all times.

YOU AGREE AND ACKNOWLEDGE THAT INTERNATIONAL MANAGEMENT GROUP OF AMERICA PTY LTD (“IMG”) MAY ENFORCE THIS POLICY AT ITS SOLE DISCRETION. IN THE EVENT THAT YOU DO NOT ADHERE TO THIS POLICY, YOU SHALL BE ASKED TO LEAVE THE EVENT PREMISES AND NOT BE PERMITTED TO RETURN (AND YOU SHALL NOT RECEIVE A REFUND IN CONNECTION THEREWITH).

1. You represent, warrant and covenant that you have agreed to the terms of the IMG Tough Mudder Participant and/or Spectator (as applicable) Legal Liability Agreement (the “**Agreement**”), and agree as follows: (a) this Policy shall be deemed an addendum of such Agreement and this Policy’s terms shall be integrated and made apart of such Agreement, (b) in connection with such Agreement, your dog shall be deemed your property. In the event that any term in this Policy conflicts with any term in the Agreement, the term of the Agreement shall control. Without limiting anything contained in the Agreement, and notwithstanding anything contained therein to the contrary, you agree and acknowledge that you are assuming all risk associated with all hazards at the Event and assume all risk of injury, illness (e.g., kennel cough; dog flu) or death to your dog.

2. You shall keep your dog on a leash at all times. Where possible, you will keep your dog on a dual leash at all times - this is done using a slip lead along with a standard leash, each independently attached to the dog.

3. You shall have engaged in reasonable training of your dog prior to your attendance at the Event.

4. You are responsible for supplying your own food and beverages for your dog.

5. You may only bring one (1) dog on the Event premises.

6. You may only enter the following Event premises areas with your dog: the area designated as “Mudder Village”, the “Spectator Route” and the “Ruff Mudder” event course. Please pay attention to and adhere to all related signage on the Event premises. Your dog may not enter and/or participate on the Event course or any related obstacles, unless your dog has been approved by Tough Mudder in advance writing and is a certified service dog (the foregoing shall be considered on an individual basis in Tough Mudder’s sole discretion). All permitted service dogs must be trained, wear a designated service vest, and certified to aid you in the mitigation of a disability. Your dog may not enter those Event premises areas designated as “No Dog Zones,” which shall include the medical tent, food and beverage service areas, the rinse stations and any water areas.

7. Your dog is permitted on the Event premises only during daylight hours. You shall remove your dog from the Event premises during overnight Events (including Toughest Mudder and World’s Toughest Mudder).

8. At all times, your dog must wear an identification tag containing your contact information and a Tough Mudder provided wristband on your dog’s collar (such wristband shall represent that you have agreed to the terms of this Policy).

9. You represent, warrant and covenant that (a) you shall accompany your dog at all times while your dog is on the Event premises, (b) that you are at least eighteen (18) years of age, (c) your dog’s vaccinations and veterinary care is up to date, and your dog’s veterinarian has determined that your dog is of the appropriate level of health to attend the Event and does not have any disease or illness that may be transferred to any other dog or person on the Event premises, (d) your dog will not engage in any behavior on the Event premises deemed dangerous to other persons or dogs on the Event premises, and (e) your dog will not engage in unpredictable behavior on the Event premises. If your dog is a female dog in heat, your dog is not permitted on the Event premises. If your dog engages in any inappropriate or disruptive behavior while on the Event premises, you may be asked by a Tough Mudder representative to leave the Event premises and not return (and not receive a refund in connection therewith).

10. You shall not leave your dog unattended (including tied up or in your automobile) on the Event premises.

11. You are responsible for the immediate removal of dog waste and the placement of such waste in an appropriate and designated trash receptacle.

12. You agree and acknowledge that Tough Mudder does not and shall not provide any medical care to your dog. Your dog’s presence on the Event premises is at your sole risk and expense. If your dog is involved in a medical incident on the Event premises (e.g., an alleged scratch or bite), you agree to immediately report such incident to a Tough Mudder representative and comply with all procedures associated therewith. You agree and acknowledge that victims of an alleged injury resulting from your dog’s actions may pursue further remedies with local authorities. In the event of a dog fight involving your dog and another dog, all animals and their owners shall be promptly required to leave the Event premises. A fight is defined as undesired physical contact between two animals that requires physical separation action from their owners in excess of a verbal command.

13. In consideration of your dog being permitted to attend the Event and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, you hereby agree to hold harmless, defend and indemnify International Management Group of America Pty Ltd (IMG), Tough Mudder International LLC (and the other Released Parties (as defined in the Agreement)) from and against any and all claims of co-spectators, rescuers, and others arising from your dog’s conduct on the Event premises. 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 Event.

You represent and warrant that you have read this Policy and fully understand its terms. You understand that you are giving up substantial rights for yourself and your dog. You further acknowledge that you are freely and voluntarily accepting the terms of this Policy.

Signature: _____

Name: _____

Date: _____

Name of Dog: _____

Breed of Dog: _____