PARTICIPANT LEGAL LIABILITY AGREEMENT

Toughest Mudder 2017

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.

NOTE TO MINORS: IF YOU ARE UNDER THE AGE OF 18, YOU MAY NOT PARTICIPATE IN THE TOUGH MUDDER EVENT.

Released Parties include: TOUGH MUDDER INCORPORATED and its directors, officers, employees, agents, contractors, insurers, spectators, co-participants, equipment suppliers, and volunteers; Venue and their directors, officers, employees, agents, contractors, insurers, equipment suppliers, and volunteers; all TOUGH MUDDER INCORPORATED 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, predecessor, 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 Toughest Mudder event (hereafter referred to as the TM Event) is meant to be a test of toughness, strength, stamina, camaraderie, and mental grit that takes place in one place over an eight hour period. 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 or getting hit with 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 Inc (hereafter used when referring to the corporate entity Tough Mudder Incorporated and Released Parties). I also understand that it 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 terrain, falling, lightning strikes, earthquakes, wildlife attacks, contact with poisonous plants, marine life, ticks and untested soil/mud contaminated with bacteria or other similar hazards).

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, strains, muscle tension and soreness, nausea, cuts, sunburn, abrasions, grazes, lacerations, and contusions. Serious injuries are less common, but do sometimes occur. They 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, electric shock and/or injury, and neurological disorders/pain. Catastrophic injuries are rare; however, we feel that our participants should be aware of the 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, heart failure, blood cell disorder, brain swelling, and even death.

I further understand and acknowledge that the TM Event may contain obstacles with electrically charged wiring and fencing which I may be exposed to during the TM Event. I understand and acknowledge that exposure to such electrically charged objects may directly cause or contribute to serious and permanent bodily injury. The injuries include, but are not limited to: skin irritation, electrical burns, muscle spasm, muscle contraction, single or multiple organ failure, eye injuries including cataracts and temporary or permanent blindness, cardiac arrest, amputation, heart attack, disruption of normal cardiac rhythm, bleeding, muscular swelling, decreased blood flow to extremities, loss of consciousness, coma, seizure, spinal cord injury, fracture, injury to ligaments, paralysis, stroke muscle weakness, neurological disorder, tingling sensations, infection, muscle breakdown or destruction, depression, anxiety, aggressive behavior, ulcer, pneumonia, sepsis, and even death.

I also understand that it is my responsibility to consult with my personal physician prior to my participation in the TM Event to ensure that such participation will not pose any unusual risks to my health and well-being.

I understand that it is my responsibility to inspect the TM Event’s Course, facilities, equipment, and areas to be used, and if I believe, or become aware that any are unsafe or poses unreasonable risks, I agree to immediately notify appropriate personnel. By participating in the TM 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 of my participation 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 on behalf of myself and take full responsibility for any and all damages, liabilities, losses, or expenses that I may 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, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I (on behalf of the Releasing Parties) hereby forever waive, release, covenant not to sue, and discharge Tough Mudder Inc 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 (or other Released Parties) that I may have arising out of my participation in the TM Event. This Participant Legal Liability Agreement applies to 1) personal injury (including death) from incidents or illnesses arising from the TM Event participation, which includes injury during course inspection, observation, practice runs, the event, medical treatment, base area features and while on the premises (including, but not limited to base area, stands, sidewalks, parking areas, sponsor promotions, restrooms, first-aid tents, and dressing facilities); and 2) any and all of my claims relating to the TM Event, including but not limited to, damaged, lost or stolen property, and both contractual and non-contractual claims.

Initial Indemnification Agreement: In consideration of being permitted to participate in the TM Event and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby agree to hold harmless Tough Mudder Inc, the other Released Parties (and their predecessors, successors, assigns, insurers, agents, equipment suppliers, and representatives of any of the foregoing) from and against any and all claims of co-participants, rescuers, and others arising from conduct in the course of my participation in the TM Event. 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 TM Event.
**Initial Agreements for the Protection of Participants:**

- I represent and warrant that I am/are 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 represent and warrant that I am in full command of my faculties and am not under the influence of alcohol or drugs and agree not to participate in a TM Event while under the influence of alcohol or drugs.

- I acknowledge that Tough Mudder Inc recommends and encourages each participant 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 TM Event, and I agree to withdraw immediately and notify appropriate personnel if at any point my continued participation would create a risk of danger to myself or to others.

- I represent and warrant 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 Inc 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 understand that it is my sole responsibility to seek medical care should I experience any unusual physical symptoms, pain or discomfort of any kind following my participation in the TM Event.

- I authorize Tough Mudder Inc to secure emergency medical care or transportation (i.e., EMS) when deemed necessary by Tough Mudder Inc. I agree to assume all costs of emergency medical care and transportation.

**Emergency Delay or Cancellation:** I acknowledge that Tough Mudder Inc 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 Inc, 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.

**Governing Participation:** I understand that Tough Mudder Inc 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 TM Event 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 Inc.

**Removal from Course:** I understand that Tough Mudder Inc 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, including but not limited to injury, a scheduling conflict, and/or event cancellation.

**Attitude and Behavior:** I 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 understand that the consumption of any alcohol and any illicit or illegal drugs or substances during the event is strictly prohibited. Tough Mudder Inc 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 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 agree that CBS Corporation and any of its affiliates, contractors and/or licensees (hereafter referred to as CBS) and Tough Mudder Inc may record and photograph me and record my voice during and in connection with the TM Event. I agree that Tough Mudder Inc shall be the exclusive owner of all copyright and other rights in and to any such taping, photography and recording and shall have the right forever and throughout the world to use and license others to use the results of such taping, photography and recording in any medium, whether now known or hereinafter invented or discovered in any production. I further agree that CBS may use and license others to use my name, voice and likeness in the advertising and promotion of: (i) any production including my name, voice and likeness, (ii) CBS and/or (iii) any CBS products and/or services.

**Acknowledgement of Understanding:** I have read this Participant Legal Liability Agreement, and fully understand its terms. I understand that I am/are giving up substantial rights, including my/our right to sue. I further acknowledge that I am/are freely and voluntarily signing the agreement and participating in the TM Event, and intend my signature to be a complete and unconditional release of all liability due to ORDINARY NEGLIGENCE of Tough Mudder (and other Released Parties) or the INHERENT RISKS of the activity, to the greatest extent allowed by law in Delaware.

**Entry and Participation Agreements:**

**Rules:** I agree to become familiar with and abide by all written and/or posted rules of Tough Mudder Inc, 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 Inc and Venue personnel. I further agree not to challenge these rules, directions, instructions, or decisions on any basis at any time.