SPECTATOR LEGAL LIABILITY AGREEMENT

SPECTATOR NAME  FIRST  LAST

SPECTATORS; 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. IF YOU ARE A PARENT OR GUARDIAN OF A SPECTATOR UNDER THE AGE OF 18 WHO IS ATTENDING THE TOUGH MUDDER EVENT WITH YOU, BY AGREEING TO THIS DOCUMENT, YOU HEREBY AGREE TO THE TERMS OF THIS DOCUMENT ON THEIR BEHALF AND GIVE APPROVAL FOR YOUR CHILD’S ATTENDANCE AT THE TOUGH MUDDER EVENT.

Released Parties include TOUGH MUDDER INCORPORATED and its officers, employees, agents, contractors, insurers, participants, spectators, equipment suppliers, and volunteers; Nola Motor Club LLC, Motor Realty LLC 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 spectator as well as his or her 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 the spectator’s behalf.

Assumption of Inherent Risks: The TM Event (hereafter referred to as the Tough Mudder/Tougher Mudder Half event) is a hazardous activity that takes place in a dangerous and hostile environment. Some of the activities include runs, military style obstacles, going through pipes, traversing cargo nets, climbing walls, encountering electric voltage and fire, swimming in cold water, throwing, carrying, or getting hit with heavy objects, and traversing muddy areas. The environment, the activities, and the competitive efforts of the participants can put spectators at serious risk of injury. Spectators will also have the opportunity to participate in base area features. These base area features, like the course carry inherent risks. Some of the inherent risks to spectators on both the course and base area include, but are not limited to contact or collision with 1) persons or objects (e.g., collision with other spectators, course personnel, participants), motor vehicles or machinery, and natural or man-made fixed objects or obstacles; 2) 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) weather-related hazards (e.g., extreme heat, extreme cold, humidity, ice, rain, fog); 4) inadequate first aid and/or emergency measures; 5) judgment- and/or behavior-related problems (e.g., erratic or inappropriate behavior by participants, personnel, or other spectators, and errors in judgment by personnel working the event); and 6) natural hazards (e.g., uneven terrain, rock falls, lightning strikes, earthquakes, wildlife attacks, contact with poisonous plants, marine life and/or ticks).

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. Common minor injuries include, but are not limited to: scrapes, bruises, sprains, strains, muscle tension and soreness, nausea, cuts, sunburn, abrasions, grazes, lacerations, and contusions. Less common serious injuries also 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, hypothermia, hyperthermia, 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 spectators should be aware that they could occur. These injuries can include but are not limited to permanent disabilities, spinal injuries and paralysis, stroke, heart attack, and even death.

I further understand and acknowledge that the TM Event may contain obstacles with electrically charged wiring and fencing. During this event I may be exposed to such electrically charged live wiring. I understand and acknowledge that exposure to such electrically charged objects may directly cause or contribute to bodily injury. These injuries may be serious and permanent. 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 understand fully the inherent risks of being a spectator for a TM Event. I have read the preceding paragraphs and acknowledge that I know, understand, and appreciate the risks of being a spectator. 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 my presence at the TM Event.

Waiver of Liability for ORDINARY NEGLIGENCE: In consideration of being permitted to be a spectator in the TM Event, I (on behalf of the Releasing Parties) hereby forever waive, release, covenant not to sue, and discharge Tough Mudder INCORPORATED 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 (hereafter used when referring to the corporate entity Tough Mudder Incorporated and other Released Parties) that I may have arising out of my presence at the TM Event.

This Spectator 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, 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.

Indemnification Agreement: In consideration of being permitted to attend 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, defend and indemnify Tough Mudder (and the other Released Parties) from and against any and all claims of co-spectators, rescuers, and others arising from my conduct in the course of my attending 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.

Other Agreements

1) If, despite the overriding mediation and arbitration provision I agree to below, legal action proceeds in a court of law, the local state or federal court of the county in which the TM Event is held has the exclusive jurisdiction and that only the substantive laws of the State in which the TM Event is held shall apply.

2) I assert that this Agreement is intended to be as broad and inclusive as is permitted by the State 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 the remaining portions shall remain in full effect.

3) I affirm that this agreement supersedes any and all previous oral or written promises or agreements; constitutes the entire agreement between me and Tough Mudder; and can be amended only by a written document duly executed by all parties.

4) 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 presence at the TM Event shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect. The Arbitration Rules of the American Arbitration Association are available on-line at www.adr.org. The cost of such action shall be shared equally by the parties.

5) I represent and warrant that I am in full command of my faculties and am not under the influence of alcohol or drugs.

6) I agree that any arbitration, mediation or legal action shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. Claims may not be joined or consolidated unless agreed to in writing by all parties.

Limitations to Spectators: I understand that I have been granted permission to be a spectator for the TM Event. I understand that this DOES NOT GRANT ME PERMISSION TO PARTICIPATE in any part of the TM Event. I will, however, have the opportunity to participate in base area features. I affirm that I have not paid the fee required to participate in the TM Event and recognize that should I participate in any activity, Tough Mudder will eject me from the premises immediately and will, under no circumstances, be held responsible or liable for any injury which I may suffer while participating illegally.
Health-Related Permissions by Spectators:
• I represent and warrant that I am/are in good health and in proper physical or mental condition to safely participate in the TM Event base area features. I certify that I have no known or knowable physical or mental conditions that would affect my/our ability to safely participate in the TM Event base area features, or that would result in my participation creating a risk of danger to myself (and/or my participating minor child/ward) 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 base area feature while under the influence of alcohol and/or drugs.
• I acknowledge that Tough Mudder recommends and encourages each participant to get medical clearance from his/her personal physician prior to participation. I affirm that I have not been advised or cautioned against participating in base area type features by a medical practitioner.
• I represent and warrant that I (and/or my participating minor child/ward) am/are covered by medical insurance.
• In the event of an injury or illness that renders me unconscious or incapable of making a medical decision, I authorize appropriate Tough Mudder 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 further authorize Tough Mudder to secure necessary emergency medical care or transportation (i.e., EMS) and I agree to assume all costs of emergency medical care and transportation.

Entry and Participation Agreements:
Rules: I agree to become familiar with and abide by all written and/or posted rules of Tough Mudder, 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 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 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, 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, revolution, 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 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.

Removal from Course: I understand that Tough Mudder 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 non-prescription drugs that would in any way impair my ability to safely participate in the TM Event or base area features. I further understand that the consumption any alcohol and any illicit or illegal drugs or substances during the event is strictly prohibited. Tough Mudder will only allow the responsible consumption of alcohol after the TM Event. I agree to take full responsibility for any alcohol consumption at the TM Event.