

PARTICIPANT WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT - MUDDY WARRIORS AT BELL CANYON, CA.

In consideration of being permitted to participate in an event at the Muddy Warriors facility located at Bell Creek Park, Bell Canyon, CA (Event), I hereby agree as follows; I, for myself, and on behalf of my spouse, children, parents, guardians, heirs and next of kin, and any legal and personal representatives, executors, administrators, successors and assigns, hereby agree to and make the following contractual representations pursuant to this Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement (the "Agreement"); 1. I hereby represent that (i) I am in good health and in proper physical condition to participate in the Event either as an individual or as a member of a team; and (ii) I am not under the influence of alcohol or any illicit or prescription drugs which would in any way impair my ability to safely participate in the Event. I agree that it is my sole responsibility to determine whether I am sufficiently fit and healthy enough to participate in the Event.

2. I UNDERSTAND AND ACKNOWLEDGE THE PHYSICAL AND MENTAL RIGORS ASSOCIATED WITH MUDDY WARRIORS EVENT, AND REALIZE THAT OBSTACLES, AND RUNNING PORTIONS OF THIS EVENT IS INHERENTLY DANGEROUS AND REPRESENT AN EXTREME TEST OF A PERSON'S PHYSICAL AND MENTAL LIMITS. I UNDERSTAND THAT PARTICIPATION INVOLVES RISKS AND DANGERS WHICH INCLUDE, WITHOUT LIMITATION, THE POTENTIAL FOR SERIOUS BODILY INJURY, PERMANENT DISABILITY, PARALYSIS AND DEATH; LOSS OR DAMAGE TO PROPERTY; EXPOSURE TO EXTREME CONDITIONS AND CIRCUMSTANCES; ACCIDENTS, ILLNESS, CONTACT OR COLLISION WITH OTHER PARTICIPANTS, SPECTATORS, VEHICLES OR OTHER NATURAL OR MANMADE OBJECTS; DANGERS ARISING FROM ADVERSE WEATHER CONDITIONS; IMPERFECT COURSE CONDITIONS; WATER, ROAD AND SURFACE HAZARDS; EQUIPMENT FAILURE; INADEQUATE SAFETY MEASURES; PARTICIPANTS OF VARYING SKILL LEVELS; SITUATIONS BEYOND THE IMMEDIATE CONTROL OF THE EVENT ORGANIZERS; AND OTHER UNDEFINED HARM OR DAMAGE WHICH MAY NOT BE READILY FORESEEABLE, AND OTHER PRESENTLY UNKNOWN RISKS AND DANGERS ("RISKS"). I UNDERSTAND THAT THESE RISKS MAY BE CAUSED

IN WHOLE OR IN PART BY MY OWN ACTIONS OR INACTIONS, THE ACTIONS OR INACTIONS OF OTHERS PARTICIPATING IN THE EVENT, OR THE ACTS, INACTION OR NEGLIGENCE OF THE RELEASED PARTIES DEFINED BELOW, AND I HEREBY EXPRESSLY ASSUME ALL SUCH RISKS AND RESPONSIBILITY FOR ANY DAMAGES, LIABILITIES, LOSSES OR EXPENSES WHICH I INCUR AS A RESULT OF MY PARTICIPATION IN THE EVENT.

3. I accept sole responsibility for my own conduct and actions while participating in the Event, and the condition and adequacy of my equipment, such as clothing and sneakers, and further acknowledge that these items will get dirty and may at the end of the event be in such a state as not to be used again and hold harmless the event for any items needing replacement.

4. I grant to the released parties, the right, permission, and authority to use my name, voice, picture, or photograph, in any broadcast, telecast, commercial advertisement, promotion, or other account from the Event, I further grant the released parties the right to photograph and/or videotape me or my child and further to use my or my child's, face, likeness, voice and appearance in connection with exhibitions, publicity, advertising and promotional materials without reservation or limitation and I WAIVE any rights to future compensation to which I might otherwise have been entitled for such use.

5. I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I HERERBY RELEASE, WAIVE AND COVENANT NOT TO SUE, AND FURTHER AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE FOLLOWING PARTIES MUDDY WARRIORS, LLC, MUDDY WARRIORS, LAURA PAGE, JAMES PAGE, KLAUDIA MORAN, BELL CANYON, AND ANY PARTIES PRESENT AND/OR AFFILIATED AND ASSISTING MUDDY WARRIORS IN THE EVENT COORDIANTION, THE EVENT ORGANIZERS AND PROMOTERS, AGENTS, EMPLOYEES, CONTRACTORS AND VOLUNTEERS HIRED OR USED BY THE ORGANIZERS, INSURERS, OTHER PARTICIPANTS AND REPRESENTATIVES OF ALL OF THE ABOVE, AND EACH OF THEIR RESPECTIVE PARENT, SUBSIDIARY AND AFFILIATED COMPANIES, OFFICERS, DIRECTORS, PARTNERS, SHAREHOLDERS, MEMBERS, AGENTS, EMPLOYEES AND VOLUNTEERS (INDIVIDUALLY AND COLLECTIVELY, THE "RELEASED PARTIES" OR "EVENT ORGANIZERS"), WITH RESPECT TO ANY LIABILITY, CLAIM(S), DEMAND(S), CAUSE(S) OF ACTION, DAMAGE(S), LOSS OR EXPENSE (INCLUDING COURT COSTS AND REASONABLE ATTORNEYS FEES) OF ANY KIND OR NATURE ("LIABILITY") WHICH MAY ARISE OUT OF, RESULT FROM, OR RELATE TO MY PARTICIPATION IN THE EVENT, INCLUDING CLAIMS FOR LIABILITY CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASED PARTIES. I AGREE THAT IF, DESPITE THIS AGREEMENT, I, OR ANYONE ON MY BEHALF, MAKES A CLAIM FOR LIABILITY AGAINST ANY OF THE RELEASED PARTIES, I WILL INDEMNIFY, DEFEND AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FROM ANY SUCH LIABILITY WHICH ANY MAY BE INCURRED AS THE RESULT OF SUCH CLAIM. I HEREBY WARRANT THAT I HAVE READ THIS AGREEMENT CAREFULLY, UNDERSTAND ITS TERMS AND CONDITIONS,

I HEREBY WARRANT THAT I HAVE READ THIS AGREEMENT CAREFULLY, UNDERSTAND ITS TERMS AND CONDITIONS, ACKNOWLEDGE THAT I WIL

L BE GIVING UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT (INCLUDING THE RIGHTS OF THE MINOR, MY SPOUSE, CHILDREN, PARENTS, GUARDIANS, HEIRS AND NEXT OF KIN, AND ANY LEGAL AND PERSONAL



REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS), ACKNOWLEDGE THAT I HAVE SIGNED THIS AGREEMENT FREELY AND VOLUNTARILY, WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE, AND INTEND FOR MY SIGNATURE TO SERVE AS CONFIRMATION OF MY COMPLETE AND UNCONDITIONAL ACCEPTANCE OF THE TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT REPRESENTS THE COMPLETE UNDERSTANDING BETWEEN THE PARTIES REGARDING THESE ISSUES AND NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS HAVE BEEN MADE APART FROM THIS AGREEMENT. IF ANY PROVISION OF THIS AGREEMENT IS HELD TO BE UNLAWFUL, VOID, OR FOR ANY REASON UNENFORCEABLE, THEN THAT PROVISION SHALL BE DEEMED SEVERABLE FROM THIS AGREEMENT AND SHALL NOT AFFECT THE VALIDITY AND ENFORCEABILITY OF ANY REMAINING PROVISIONS.

Read and Agreed to by:

Print Name of Participant

Date of Birth

Date

Signature of Participant

Address: Street City State Zip

CONSENT AND RELEASE OF PARENT OR GUARDIAN

If Participant is under 18 years of age, the signature of Participant's parent / guardian is required. Parent / Guardian's signature shall constitute consent to the terms contained herein on behalf of Minor: By signing the below, I am confirming that I am the parent or guardian of

(child). My child is fit for the event and I consent to my child's participation.

I HAVE READ AND UNDERSTAND THE CONDISTIONS SET FORTH IN THE AGREEMENT ABOVE. [_____] Initial

In consideration of allowing my child to participate, I consent to the contract and agree that its terms shall likewise bind me, my child as well as our heirs, legal representatives, and assignees.

I HEARBY RELEASE AND SHALL DEFEND, IDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM EVERY CLAIM AND ANY LIABILITY THAT I OR MY CHILD MAY ALLEGE AGAINST THE RELEASED PARTIES (INCLUDING REASONABLE LEGAL FEES AND COSTS) AS A DIRECT OR INDIRECT RESULT OF INJURY OR DEATH TO ME OR MY CHILD BECAUSE OF MY CHILD'S PARTICIPATION IN THE EVENT WHETHER CAUSED BY THE NEGLIGLIGENCE OF HE RELEASED PARTIES OR OTHERS TO THE MAXIMUM EXTENT PERMITTED BY LAW. I PROMISE NOT TO SUE RELEASED PARTIES ON MY BEHALF OR ON BEHALF OF MY CHILD REGARDING ANY CLAIM ARISING FROM MY CHILD'S PARTICIPATION IN THE EVENT.

Read and Agreed to by:

Print Name of Parent/Guardian

Date Signed

Signature of Parent/Guardian