



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 HEREBY 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 COORDINATION, 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, ACKNOWLEDGE THAT I WILL

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

