

## OBSTAKILLER EVENT AGREEMENT AND WAIVER

Please read the following Obstacle Event Agreement and Waiver carefully, as they affect your future legal rights. By entering your signature below, you acknowledge that you have carefully read and fully understood the waivers and agree to the terms and will not hold Obstacle Event liable. You will also be REQUIRED to bring a signed hardcopy of this waiver along with a picture ID when you pick up your pre race packet.

1. I understand that participating in a Obstacle Event is an inherently dangerous activity that presents extreme obstacles, including, but not limited to, natural and man made mud pits, barbed wire, balancing on a variety of objects, running through and on tires, cargo nets, climbing, heights, jumping into water, water crossings, steep hills and uneven terrain.

2. I understand that participating in the Obstacle Event involves the risks of severe physical injury and/or death that cannot be completely eliminated.

3. I voluntarily, knowingly and freely assume all risks associated with competing in the Event, including, but not limited to, my own actions or inactions, the actions or inactions of others (including participants, staff, volunteers or spectators), falls, illness, infection, contact with others (including participants, staff, volunteers or spectators), completing any and all obstacles, premises defects and the effects of weather, including high heat or extreme cold, and/or humidity.

4. I agree to observe and obey all posted rules and warnings, to follow any instructions or directions given by Obstacle through its employees, representatives or agents, and to abide by any decision of any Event official relative to my ability to safely compete in the Obstacle Event.

5. I understand, agree and accept that some of the obstacles may go through water that has not been tested for chemicals, disease or contamination.

6. I understand that the Obstacle Event course may contain wild animals, insects, rocks and plants.

7. I agree not to dive into or enter the mud pit head first, as doing so may cause serious physical injury or death.

8. I certify that I am physically fit and have no medical condition that would make participation in the Event more hazardous.

9. If I am pregnant, disabled in any way or have recently suffered an illness or injury, I agree to consult a physician before participating in the Obstacle Event.

10. I agree not to consume alcohol prior to the Event or use any medicines or substances that will inhibit my mental or physical ability to safely and effectively participate in the Obstacle Event.

PRINT NAME \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

11. I consent to medical care and transportation in order to obtain treatment in the event of injury to me as Obstakiller, representatives, volunteers or medical professionals may deem appropriate and understand that this Waiver & Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency and/or injury.

12. I understand and agree that I am expected to exhibit appropriate behaviour at all times and to obey all local, civil and criminal laws at all times while participating in or attending the Event. This includes, generally, respect for all people, equipment, facilities or property. Obstakiller representatives, staff or volunteers may dismiss me, without refund, should my behaviour endanger the safety of or negatively affect the Obstakiller Event, person, facility or property. I also agree to indemnify Obstakiller, its owners, officers, past and present employees, volunteers, agents and Obstakiller Event sponsors from any and all third party claims caused in whole or in part by my negligent or intentional acts or omissions.

13. I agree that Obstakiller and any Obstakiller representatives are not responsible for any personal items or property that is lost, damaged or stolen at the Obstakiller Event.

14. I understand that pets, wheeled baby conveyances or other wheeled means of conveyance are NOT permitted on the Obstakiller Event course.

15. I consent to the use of my image in photographs, motion pictures or recordings taken at the Obstakiller Event for use in Obstakiller Event advertising, marketing or promotion.

16. I assign all rights, title, and interest in any and all photographs, motion pictures, recordings or other records of the Obstakiller Event I may take or capture to Obstakiller. Obstakiller grants to me a limited, non-exclusive, perpetual right and license to use, for non-commercial purposes only, any and all photographs, motion pictures, recordings, or other records of the Obstakiller Event I may take or capture.

17. I agree that all entry fee payments are final and non-refundable.

18. I agree that Obstakiller reserves the right to cancel the Obstakiller Event in the event of extreme weather (including, but not limited to, heat, tornadoes, earthquakes, fires, storms, lightning and floods), accidents, acts of war or terrorism, military conflicts or riots or for any reason that, in Obstakiller discretion, will protect the safety and security of 'Obstakiller Event participants and spectators. In the event of such cancellation, there will be no refund of my registration fee.

19. . I agree that Obstakiller reserves the right to reschedule the Obstakiller Event in the event of extreme weather (including, but not limited to, heat, tornadoes, earthquakes, fires, storms, lightning and floods), accidents, acts of war or terrorism, military conflicts or riots or for any reason that, in Obstakiller discretion, will protect the safety and security of 'Obstakiller Event participants and spectators. In the event of such rescheduling, there will be no refund of my registration fee.

PRINT NAME \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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## OBSTAKILLER WAIVER & RELEASE OF ALL CLAIMS / ASSUMPTION OF RISK

I understand that Obstakiller is committed to conducting the Obstakiller Event in a safe manner and holds the safety of participants in the highest regard. I understand that Obstakiller continually strives to reduce such risks and insists that all participants follow safety rules and instructions that are designed to protect the participants safety. I also understand, however, that participants and parents/guardians of minors registering for the Obstakiller Event recognize that there is an inherent risk of severe physical injury and/or death when choosing to participate in the Obstakiller Event. I am solely responsible for determining if I am (or my minor child/ward is) physically fit and/or sufficiently skilled for the Obstakiller Event. I recognize and acknowledge that there are risks of physical injury to participants in the Obstakiller Event, and I freely and voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that I (or my child) may sustain as a result of said participation. I approve my (or my child's) participation in the Obstakiller Event. I assume all risks and hazards incidental to such participation in the Event, and I release, absolve, indemnify, and agree to hold harmless Obstakiller, its owners, officers, past and present employees, volunteers, agents, representatives, assigns, administrators, executors, volunteers, and all city, county and state governments, and all Obstakiller Event sponsors, their representatives and successors, and other persons, for any claim arising out of an injury to me (or my child) and from any and all claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with my (or my child's) participation in the Obstakiller Event.

### REGISTRATION AGREEMENT AND LIABILITY WAIVER (AGREEMENT)

1. I represent and warrant to Obstakiller that I have full legal authority to complete this event registration on behalf of myself and/or any person I am registering (Registrant(s)), including full authority to make use of the credit or debit card to which registration fees will be charged. If I am registering a minor under the age of 18, I represent and warrant that I am the parent or legal guardian of that person and have the legal authority to enter into this Agreement on their behalf and by proceeding with this event registration, I agree that the terms of this Agreement shall apply equally to all Registrants.
2. I understand that participating in the Obstakiller Event is an inherently dangerous activity that presents extreme obstacles and involves the risks of severe physical injury and/or death that cannot be completely eliminated.
3. Obstakiller shall not be liable for any direct, indirect, incidental, special or consequential damages, including lost profits, resulting from (a) the use or the inability to use Active.com, (b) resulting from any transactions made or services or goods purchased through Active.com or (c) resulting from unauthorised access to or alteration of any transmissions or data.
4. Use of Active.com is at my own risk, on an as is and as available basis and Obstakiller makes no warranty that its site or services will be uninterrupted, secure or error free. I understand and agree that any material and/or data downloaded or otherwise obtained through the use of Obstakiller is at my own discretion and risk and that I will be solely responsible for any damage to my own computer system or loss of data that results from the download of such material and/or data.

PRINT NAME \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

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