



SPECTATOR WAIVER FORM

SPECTATOR & VOLUNTEER LEGAL LIABILITY AGREEMENT

SPECTATORS & VOLUNTEERS: READ THIS DOCUMENT CAREFULLY BEFORE ACCEPTING. 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 The Trident Race 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 AND/OR VOLUNTEERING AT THE The Trident Race EVENT.

PARTIES

Released Parties include The Trident Race & Reckoner Group LLC, The Town of Bristol, and Colt State Park, and its directors, officers, employees, agents, contractors, insurers, spectators, equipment suppliers, and volunteers; VENUE and its directors, officers, employees, agents, contractors, insurers, equipment suppliers, and volunteers; all The Trident Race & Reckoner Group LLC 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, 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 or volunteer 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 or volunteer's behalf.

ASSUMPTION OF INHERENT RISKS

The Trident Race event (hereafter referred to as the The Trident Race 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, swimming in cold water, throwing or carrying heavy objects, and traversing muddy areas. The environment, the activities, and the competitive efforts of the participants can put spectators and volunteers at serious risk of injury. Some of the inherent risks to spectators and volunteers 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 7) 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, nausea, and cuts. Less common serious injuries also sometimes occur. They include, but are not limited to: property loss or damage, broken bones, torn ligaments, concussions, exposure, heat-related illness, mental stress or exhaustion, infection, and concussions. Catastrophic injuries are rare; however, we feel that our spectators and volunteers should be aware

of the possibility. These injuries can include but are not limited to permanent disabilities, spinal injuries and paralysis, stroke, heart attack, and even death.

I understand fully the inherent risks of a being a spectator or volunteer for a The Trident Race event. I have read the preceding paragraphs and acknowledge that I know, understand, and appreciate the risks of being a spectator or volunteer. 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 The Trident Race event.

WAIVER OF LIABILITY FOR ORDINANCE NEGLIGENCE

In consideration of being permitted to be a spectator and/or volunteer in the The Trident Race event, I (on behalf of the Releasing Parties) hereby forever waive, release, covenant not to sue, and discharge The Trident Race & Reckoner Group LLC and the other Released Parties from any and all claims resulting from the INHERENT RISKS of the The Trident Race event or the ORDINARY NEGLIGENCE of The Trident Race & Reckoner Group LLC (hereafter used when referring to the corporate entity and other released parties) that I may have arising out of my presence at the The Trident Race event.

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from the The Trident Race event, which includes injury during course inspection, observation, practice runs, the event, and while on the premises (including, but not limited to stands, sidewalks, parking areas, restrooms, and dressing facilities); and 2) any and all claims resulting from damage to, loss of, or theft of property.

Indemnification Agreement

In consideration of being permitted to attend the The Trident Race 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 The Trident Race & Reckoner Group LLC (and the other Released Parties) from and against: 1) Any and all claims made by me (or any Releasing Party) arising from injury or loss due to my attendance at the The Trident Race event; and 2) Against any and all claims of co-spectators, co-volunteers, rescuers, and others arising from my conduct in the course of my attending the The Trident Race 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 The Trident Race event.

Other Agreements

- 1) I understand that if legal action is brought, the appropriate state or federal trial court for the state in which the The Trident Race Event is held has the sole and exclusive jurisdiction and that only the substantive laws of the State in which the The Trident Race 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 The Trident Race 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, LLC; 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 The Trident Race event shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect. 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.

LIMITATIONS TO SPECTATORS AND VOLUNTEERS

I understand that I have been granted permission to be a spectator or to serve as a volunteer for the The Trident Race event. I understand that this DOES NOT GRANT ME PERMISSION TO PARTICIPATE in any part of the The Trident Race event. I affirm that I have not paid the fee required to participate and

recognize that should I participate in any activity, The Trident Race & Reckoner Group LLC 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 AND VOLUNTEERS

In the event of an injury or illness that renders me unconscious or incapable of making a medical decision, I authorize appropriate The Trident Race & Reckoner Group LLC 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 The Trident Race & Reckoner Group LLC to secure necessary emergency medical care or transportation (i.e., EMS) and I agree to assume all costs of emergency medical care and transportation. Acknowledgment of Understanding: I have read this Assumption of Risk, Waiver of Liability, and Indemnification Agreement and fully understand its terms. I understand that I am giving up substantial rights for myself and my children or wards, including my and their right to sue. I further acknowledge that I am freely and voluntarily accepting the agreement and participating as a spectator or volunteer, and intend my acceptance to be a complete and unconditional release of all liability due to ORDINARY NEGLIGENCE of The Trident Race & Reckoner Group LLC or the INHERENT RISKS of the activity, to the greatest extent allowed by law in the State in which the The Trident Race Event is held.

COURSE RULES

Entry and Participation Agreements

I agree to become familiar with and abide by all written and/or posted rules of The Trident Race & Reckoner Group LLC, as well as all written and/or posted rules of the Venue.

I further agree to comply with all directions, instructions and decisions of The Trident Race & Reckoner Group LLC 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 The Trident Race & Reckoner Group LLC at its sole discretion may delay, modify, or cancel the The Trident Race 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 The Trident Race & Reckoner Group LLC, 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 The Trident Race 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 The Trident Race event.

Govern Participation

I understand that The Trident Race & Reckoner Group LLC 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 The Trident Race & Reckoner Group LLC.

Removal From Course

I understand that The Trident Race & Reckoner Group LLC 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 The Trident Race 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 participat-

ing 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 and Drugs

I certify that I am not, and on the date of the The Trident Race event will not be, under the influence of alcohol or any drugs that would in any way impair my ability to safely participate in the The Trident Race event. I further understand that alcohol consumption during the event is prohibited and alcohol consumption following the event is discouraged by The Trident Race & Reckoner Group LLC. I agree to take full responsibility for any decision to consume alcohol following the 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 understand that any and all photographs, motion pictures, recordings, and/or likenesses of me captured during the The Trident Race event by The Trident Race & Reckoner Group LLC, its affiliated entities or contractors, and/or the media become the sole property of The Trident Race & Reckoner Group LLC. I grant the right, permission and authority to The Trident Race & Reckoner Group LLC and its designees to use my name and any such photographs, motion pictures, recordings, and/or likenesses for any legitimate purpose, including but not limited to promoting, advertising, and marketing activities. I further understand that The Trident Race & Reckoner Group LLC and its designees have the full right to sell and/or profit from the commercial use of such photographs, motion pictures, recordings, and/or likenesses.

Majority Age

I affirm that I have reached majority age (or will have reached that age by the date of the The Trident Race event. Majority age is 18 in all states except Alabama (age 19), Missouri (age 19), Nebraska (age 19), Mississippi (age 21).

DECLARATION

- 1) I understand that participating in the The Trident Race event is a physically challenging and potentially dangerous activity and involves the risk of serious injury and/or death.
- 2) I assert that I am in good health and in proper physical condition to safely participate in the The Trident Race event. I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in the The Trident Race event, or that would result in my participation creating a risk of danger to myself or to others.

Print Participants Name

Signature

Date