

EXTREME MUD RUN
Extreme Mudfest Bonnyville Inc.
1501-699 Cardero Street
Vancouver, BC V6G 3H7

PARTICIPANTS: 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.

PARTIES

Released Parties include **EXTREME MUDFEST BONNYVILLE INC** and its directors, officers, employees, agents, contractors, insurers, spectators, co-participants, equipment suppliers, organizers, event sponsors, volunteers and representatives of any of the foregoing. Releasing Parties include: the participant as well as participant's 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 participant's behalf.

INITIAL ASSUMPTION OF INHERENT RISKS:

The Extreme Mud Run event (hereafter referred to as the EMR event) is meant to be an extreme fun test of toughness, strength, stamina, camaraderie, and mental grit that takes as a part of the Extreme Mudfest event. Some of the activities include runs, military style obstacles, going through pipes, , diving in cold water, throwing or carrying or getting hit with heavy objects, and traversing muddy areas.

I acknowledge that the EMR event is an extreme test of my physical limits that carries with it inherent risks of physical injury. I also understand that it is extremely strenuous with the accompanying risks and dangers generally present in such activities.

I understand and acknowledge that the inherent risks include, but are not limited to: 1) contact or collision with persons or objects (e.g., collision with spectators or course personnel), contact with other participants, contact or collision with motor vehicles or machinery, and contact with natural or man-made fixed objects or obstacles; 2) encounter with obstacles (e.g., natural and man-made water, road and surface hazards,; 3) weather-related hazards (e.g., extreme heat, extreme cold, humidity, ice, rain, fog); 4) judgment-and/or behavior-related problems (e.g., erratic or inappropriate co-participant or spectator behavior, erratic or inappropriate behavior by the participant, errors in judgment by personnel working the event; and 5) natural hazards (e.g. uneven terrain).

I further understand and acknowledge that any of these risk and others, not specifically named, may cause injury or injuries that may be categorized as minor or serious. Minor injuries are common and include, but are not limited to: scrapes, bruises, sprains, strains, muscle tension and soreness, nausea, cuts, sunburn, abrasions, grazes, lacerations, and

contusions. Serious injuries are less common, but do sometimes occur. They include but are not limited to property loss or damage, broken bones, fractures, torn or strained ligaments and tendons, concussions, exposure, heat exhaustion and other heat-related illnesses, mental stress or exhaustion, infection, vomiting, dislocations, dizziness, and neurological disorders/pain.

I understand that it is my responsibility to inspect the Course, facilities, equipment, and areas to be used, and if I believe or become aware that any are unsafe or pose unreasonable risks, I agree to immediately notify appropriate personnel. By participating in the event, I am acknowledging that I have found the course, facilities, equipment, and areas to be used to be safe and acceptable for participation. I accept full and sole responsibility for the condition and adequacy of my equipment.

I understand fully the inherent risks participating in the EMR event and assert that I am willingly and voluntarily participating in the event. I have read the preceding paragraphs and acknowledge that 1) I know the nature of the EMR event; 2) I understand the demands of this activity relative to my physical condition; and 3) I appreciate the potential impact of the types of injuries that may result from the EMR event. 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 may incur as a result of participating in the EMR event.

Initial Agreements for the Protection of Participants:

- I represent and warrant that I am in good health and in proper physical condition to safely participate in

the EMR event. I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in the EMR event, or that would result in my participation creating a risk of danger to myself 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.
- I agree not to participate in a EMR event while under the influence of alcohol and/or drugs.
- I assert that I have not been advised or cautioned against participating by a medical practitioner.
- I understand that it is my responsibility to continuously monitor my own physical and mental condition during the Course, and I agree to withdraw immediately and notify appropriate personnel if at any point my continued participation would create a risk of danger to myself or to others.
- I represent and warrant that I am covered by medical insurance.
- In the event of an injury to me that renders me unconscious or incapable of making a medical decision, I authorize appropriate EMR 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 agree that EMR will secure emergency medical care or transportation (i.e., EMS) when deemed necessary by Extreme Mudfest Bonnyville Inc.
- I agree to assume all costs of emergency medical care and transportation.

Removal from Course: I understand that EMR 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.

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.

Photography: I understand that any and all photographs, motion pictures, recordings, and/or likenesses of me captured during the EMR event by Extreme Mudfest Bonnyville Inc , its affiliated entities or contractors, and/or the media become the sole property of Extreme Mudfest Bonnyville. I grant the right, permission and authority to EMB 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 EMB 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.

Age: I affirm that I am over 16 years of age, and agree to be wristbanded as under the age of majority if I am under 18 years of age.

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, including my right to sue. I further acknowledge that I am freely and voluntarily signing the agreement and participating in the EMR event.

NAME: _____

SIGNATURE: _____

DATE: _____

