

**AMERICAN MUD RACE**  
**PARTICIPANT AGREEMENT, WAIVER, RELEASE OF CLAIMS,  
WARNING OF RISK AND ASSUMPTION OF RISK**

**PARTICIPANTS: READ THIS DOCUMENT CAREFULLY BEFORE SIGING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS, AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.**

In consideration of being allowed to participate in any way in the above referenced **American Mud Race Event**, or related events and/or activities hosted by **American Mud Race, Inc. (hereinafter commonly referred to as "Mud Race")**, I \_\_\_\_\_, acknowledge, appreciate, and agree that:

Assumption of Inherent Risk:

I understand that the Mud Race competition and related events are an extreme test of my physical and mental limits that carry with it an inherent risk of physical injury or death from the activities involved including but not limited to the following: (i) drowning; (ii) near-drowning; (iii) strains; (iv) sprains; (v) fractures; (vi) weather related hazards (e.g., extreme heat, extreme cold, humidity, ice, rain, fog); (vii) animal bites and/or stings; (viii) contact or collision with persons or objects (e.g., collision with spectators or course personnel, contact or collision with motor vehicles or machinery, contact or collision with natural or man-made fixed objects or obstacles); (ix) equipment related hazards (e.g., broken, defective or inadequate competition equipment, unexpected equipment failure, imperfect course conditions); (x) inadequate first aid and/or emergency measures; (xi) judgment and/or behavior-related problems (e.g., erratic or inappropriate co-participant behavior, erratic or inappropriate behavior by participant or personnel working the event;

I knowingly and freely assume all such risks, both known and known and unknown, even if arising from the negligence of the releases or others, and assume full responsibility for my participation;

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 certify that I am physically fit and have not been advised against participation in the event by a qualified health professional, and that I have either (1) consulted with a physician with respect to my ability to participate in such event, or (2) determined that I am sufficiently experienced, fit, free from all illnesses, and defects, and otherwise able to participate notwithstanding any existing physical condition;

I assert that I have not been advised or cautioned against participating in said Mud Race Event by a medical practitioner;

I represent and warrant that I am covered by medical and any other relevant insurance;

My participation in the Mud Race competition and all other event is entirely

voluntary, and I fully understand the inherent risks involved in participating in such event, and take full responsibility for any and all damages, liabilities, losses, or expenses that I may incur as a result of participating in the Mud Race;

I consent to the administration of first aid and other medical treatment in the event of an injury or illness and hereby release and indemnify Releasees from any and all liability or claims arising out of such treatment. I agree to assume all costs related to emergency medical care including transportation;

If I become so impaired which renders me incapable of making medical decisions on behalf of myself, I authorize the appropriate Mud Race personnel and emergency personnel at the event to make the necessary emergency medical decisions on my behalf;

I agree to observe and obey all posted rules and warnings, to follow and instructions or directions given by Mud Race through anyone who is a Released Party, and to abide by any decision of any Event official relative to my ability to safely compete in the Event;

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

Waiver and Release of all Claims:

I, for myself and on behalf of my heirs, assigns, personal representatives and/or next of kin, **FOREVER WAIVE, RELEASE, COVENANT NOT TO SUE**, American Mud Race, Inc. or related parties to the event, which includes, but is not limited to, Officers, Directors, Representatives, Officials, Agents and/or Employees, Subsidiaries, and/or Assigns, as well as their Independent Contractors, Sponsoring agencies, Sponsors, Advertisers, Volunteers, and if applicable, Owners and Lessors of the premises used to conduct the Event, with respect to any and all injury, disability, or death, and/or loss and damage to property, including without limitation, attorney's fees and costs, whether arising from the ordinary negligence of the American Mud Race, Inc., or other events or of the related parties named above. I have waived and discharged herein American Mud Race, Inc., other events and other parties named above, from any claims, losses, or liabilities not specifically enumerated herein;

Indemnification Agreement:

In consideration of being permitted to participate in the Mud Race event, I indemnify, defend and hold harmless American Mud Race, Inc., and the other released parties as described in the "Waiver and Release of all Claims" section, from any and all claims made or liabilities assessed as a result of: (i) my actions or inactions; (ii) against all claims of co-participants, rescuers, and others arising from my conduct in the course of my participation of said event; (iii) the actions, inactions or negligence of others including those parties hereby indemnified; (iv) the condition of the facilities, equipment, or areas where the event is taking place. For the purpose hereof, "claims" includes all actions and causes of action, claims, losses, costs, expenses and damages, including but not limited to legal fees and related expenses. This indemnity shall survive the expiration or sooner termination of the event. I agree to indemnify, defend and hold harmless, American Mud Race, Inc. employees, stockholders, attorneys, officers, directors, agents and representatives, from any and all liabilities, claims, demands, damages, injuries, and actions, including court costs and attorneys' fees, which American Mud Race, Inc. and its affiliates may incur, suffer, become

liable for, or which may be asserted or claimed against American Mud Race, Inc. as a result of any willful misconduct, negligent acts, deceptive practices, misrepresentations, fraudulent acts, intentional omissions or criminal activity of myself or any of;

Other Agreements:

Entire Agreement. This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment, extension, or change of the Agreement shall be binding unless in writing and signed by both parties. This Agreement and any attachments are the entire exclusive agreement between myself and American Mud Race, Inc. and its affiliates. Neither party shall assign it without written permission. It inures to the benefit of the successors and assign of the parties. The parties make no express or implied representations, warranties, promises or guarantees about this Agreement, except as it expressly provides. In the Agreement, the masculine includes the feminine and the singular the plural;

Cancellation. American Mud Race, Inc. reserves the right, in its sole discretion, to postpone, cancel, or modify the event due to natural disasters or other factors beyond the control of the American Mud Race, Inc. that might affect the health and/or safety of the participants. No refunds will be granted or permitted;

Successors and Assigns. The conditions and covenants herein contained shall apply to and bind the heirs, successors, personal representatives and assigns, where allowed, of the parties hereto;

Licensing. I grant full permission to American Mud Race, Inc. and its affiliates to film, videotape, and record the performance as it relates to the event and subsequently to telecast and otherwise utilize my name and/or likeness as American Mud Race, Inc. and its affiliates deems appropriate. I waive all rights to future compensation to which I may otherwise be entitled as a result of the use of my name and likeness. In consideration for participation for the Mud Race event, I release and agree not to sue the American Mud Race, Inc. or any persons included in this Waiver, from all present and future claims regarding my participation in the Mud Race that may be created by me, my family, estate heirs, or assigns;

Severability. If any provision of this Waiver shall be found to be unlawful, void or for any reason unenforceable, then that provision shall be severed from this Waiver and shall not affect the validity and enforceability of the remaining provisions of this document. If any term, covenant, condition or provision of this Agreement shall be held to any extent to be invalid or unenforceable under applicable law, the remaining terms, covenants, conditions and provisions of this Agreement shall not be affected thereby but shall remain in full force and effect;

Waiver. In the event American Mud Race, Inc. or its affiliates does not insist on a strict performance of any of the terms and conditions hereof, such shall not be deemed a waiver of the rights or remedies that American Mud Race, Inc. or its affiliates shall have to insist upon strict performance of any such terms or conditions in the future or any other conditions and terms of this Agreement;

Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of myself, American Mud Race Inc., American Mud Race, Inc.'s affiliates, and to each parties successors and assigns. Nothing in this Agreement shall be construed to permit the assignment by myself of any of its rights or obligations hereunder to any third party without American Mud Race, Inc.'s prior written consent. This Agreement contains the

entire terms of the agreement between the parties. Any oral representations, warranties or modifications to this Agreement shall be of no force or effect unless in writing and signed by the party to be charged;

Ownership. All ideas, plans, improvements, or inventions developed by American Mud Race, Inc. and its affiliates during the term of this Agreement shall belong to American Mud Race, Inc. and its affiliates unless otherwise agreed in writing. I also agree that American Mud Race, Inc. and its affiliates may, from time to time, use my name or likeness in association with advertising or marketing on behalf of the Mud Race Event during the effective term of this Agreement;

**WAIVER OF JURY TRIAL. AMERICAN MUD RACE, INC., ITS AFFILIATES, AND MYSELF HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THEM AGAINST THE OTHER OR ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, THE RELATIONSHIP OF MUD RACE AND/OR CLAIM OF INJURY OR DAMAGE. I WILL AND SHALL WAIVE ANY AND ALL RIGHTS TO A COURT OF LAW OR EQUITY. I SHALL BE SUBJECT TO THE VALID AND BINDING ARBITRATION CLAUSE SPECIFIED BELOW;**

**ARBITRATION CLAUSE, JURISDICTION AND VENUE. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH THEREOF, SHALL BE RESOLVED AND DETERMINED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS ARBITRATION RULES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) SHALL BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH AFFECTS YOUR LEGAL RIGHTS AND MAY BE ENFORCED BY THE PARTIES. THE PARTIES EXCLUSIVELY, IRREVOCABLY, SHALL, AND WILL CONSENT FOR JURISDICTION AND VENUE PURPOSES FOR ARBITRATION OR RELATED MATTERS IN ORANGE COUNTY, FLORIDA;**

Miscellaneous. The masculine, feminine or neuter gender, wherever used herein, shall be deemed to include the masculine, feminine and neuter whenever and wherever applicable herein. Whenever the singular is used it shall be deemed to include the plural whenever and wherever applicable herein. All headings are inserted for convenience only and shall not affect any construction or interpretation of this Agreement. All masculine pronouns shall be deemed to include the feminine and the neuter as the context requires;

I acknowledge that this Agreement establishes the lack of employer-employee relationship between the parties. It is far more extensive than most Internal Revenue Service or state listings of details or forms. I further acknowledge that I have read this agreement in full prior to its execution of same. This Agreement reflects the entire agreement of the parties with respect to the subject matter hereof and may be amended only by a written agreement signed by the parties hereto. All prior agreements and understandings between the parties, written and oral, are merged herein and supersede by this Agreement. All pronouns in this Agreement refer to whatever number of gender the context requires. Headings are for reference purposes and do not control interpretation;

I acknowledge that they have read and reviewed the foregoing Agreement and/or have had assistance of counsel and hereby acknowledged, is of the age of eighteen (18) years or older, and affirms that they have entered into this agreement voluntarily, and without duress, incapacity, fraud, undue influence, unconscionability, intoxication, and that

