

PARTICIPANT WAIVER

COLORADO OBSTACLE COURSES AND MUD RACES LLC / HARD AS NAILS
OBSTACLE MUD RACE (DBA)

ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT
PARTICIPANTS: 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.

Parties

Released Parties include COLORADO OBSTACLE COURSES AND MUD RACES LLC
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 COLORADO OBSTACLE COURSES AND
MUD RACES 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 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.

Assumption of Inherent Risks:

The HARD AS NAILS OBSTACLE MUD RACE event (hereafter referred to as the
HANOMR event) is meant to be an extreme test of toughness, strength, stamina,
camaraderie, and mental grit that takes place in one place in one day. It is not a race
against other contestants, but rather a competition with oneself and the course. The
object is to complete the course. Venues are part of the challenge and usually
involve hostile environments that might include extreme heat or cold, snow, fire,
mud, extreme changes in elevation, and water. Some of the activities include runs,
military style obstacles, going through pipes, traversing cargo nets, climbing walls,
swimming in cold water, throwing or carrying heavy objects, and traversing muddy
areas. In summation, the HANOMR event is a hazardous activity that presents the
ultimate physical and mental challenge to participants.

I acknowledge that the HANOMR event is an extreme test of my physical and mental
limits that carries with it inherent risks of physical injury. Inherent risks are risks
that cannot be eliminated completely (without changing the challenging nature of
the HANOMR event) regardless of the care and precautions taken by COLORADO
OBSTACLE COURSES AND MUD RACES LLC (hereafter used when referring to the
corporate entity and protected parties).

I also understand that it is extremely strenuous with the accompanying risks and
dangers generally present in such activities. I understand that these hazards may be
magnified due to the fact that the HANOMR event is often conducted under what
may be extreme conditions and circumstances.

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, close proximity and/or contact with thick smoke and pipes); 3) equipment related hazards (e.g., broken, defective or inadequate competition equipment, unexpected equipment failure, imperfect course conditions); 4) weather-related hazards (e.g., extreme heat, extreme cold, humidity, ice, rain, fog); 5) inadequate or negligent first aid and/or emergency measures; 6) judgment- and/or behavior-related problems (e.g., erratic or inappropriate co-participant behavior, erratic or inappropriate behavior by the participant, 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, snakes, 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. Minor injuries are common and include, but are not limited to: scrapes, bruises, sprains, nausea, and cuts. Serious injuries are less common, but do 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 participants should be aware of the possibility. These injuries can include permanent disabilities, spinal injuries and paralysis, stroke, heart attack, and even death.

I also understand that it is my responsibility to consult with my personal physician prior to participating in the HANOMR event to ensure that such participation will not pose any unusual risks to my health and well-being.

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 HANOMR 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 HANOMR 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 HANOMR 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 HANOMR event.

Waiver of Liability for ORDINARY NEGLIGENCE: In consideration of being permitted to participate in the HANOMR event, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I (on behalf of the Releasing Parties) hereby forever waive, release, covenant not to sue, and discharge COLORADO OBSTACLE COURSES AND MUD RACES LLC and the other Released

Parties from any and all claims resulting from the INHERENT RISKS of the HANOMR event or the ORDINARY NEGLIGENCE of COLORADO OBSTACLE COURSES AND MUD RACES LLC (or other Released Parties) that I may have arising out of my participation in the HANOMR event.

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from the HANOMR event participation, which includes injury during course inspection, observation, practice runs, the event, medical treatment and while on the premises (including, but not limited to stands, sidewalks, parking areas, restrooms, first-aid tents, 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 participate in the HANOMR 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 COLORADO OBSTACLE COURSES AND MUD RACES 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 participation in the HANOMR event; and 2) Against any and all claims of co-participants, rescuers, and others arising from my conduct in the course of my participation in the HANOMR 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 HANOMR event.

Other Agreements

Venue and Jurisdiction: I understand that if legal action is brought, the appropriate state or federal trial court for the state in which the HANOMR Event is held has the sole and exclusive jurisdiction and that only the substantive laws of the State in which the HANOMR Event is held shall apply.

Severability: I understand and agree that this Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the state in which the HANOMR Event is held and that if any provision shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be severed from this Agreement and does not affect the validity and enforceability of any remaining provisions.

Integration: I affirm that this agreement supersedes any and all previous oral or written promises or agreements. I understand that this is the entire Agreement between me and COLORADO OBSTACLE COURSES AND MUD RACES LLC and cannot be modified or changed in any way by representations or statements by any agent or employee of COLORADO OBSTACLE COURSES AND MUD RACES LLC. It may only be amended by a written document duly executed by all parties.

Mediation and Arbitration: 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 participation in the HANOMR 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.

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 HANOMR event. I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in the HANOMR 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 HANOMR event while under the influence of alcohol and/or drugs.
- I acknowledge that COLORADO OBSTACLE COURSES AND MUD RACES LLC recommends and encourages each client to get medical clearance from his/her personal physician prior to participation.
- 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 COLORADO OBSTACLE COURSES AND MUD RACES 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 authorize COLORADO OBSTACLE COURSES AND MUD RACES LLC to secure emergency medical care or transportation (i.e., EMS) when deemed necessary by COLORADO OBSTACLE COURSES AND MUD RACES LLC.
- I agree to assume all costs of emergency medical care and transportation.
- I acknowledge that COLORADO OBSTACLE COURSES AND MUD RACES LLC has instituted its rules for the protection of the participant and co-participants. I agree to familiarize myself with those rules and follow them throughout the event. I also recognize the authority of COLORADO OBSTACLE COURSES AND MUD RACES LLC to halt my participation (and, if necessary, have me removed from the premises) if my participation, conduct, or presence endangers myself or my co-participants.

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 agreeing to the agreement and participating in the HANOMR event, and intend my acceptance to be a complete and unconditional release of all liability due to ORDINARY NEGLIGENCE of COLORADO OBSTACLE COURSES AND MUD RACES LLC (and other Released Parties) or the INHERENT RISKS of the activity, to the greatest extent allowed by law in the State in which the HANOMR Event is held.

DECLARATION

1) I understand that participating in the HARD AS NAILS OBSTACLE MUD 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 HANOMR event. I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in the HARD AS NAILS OBSTACLE MUD RACE event, or that would result in my participation creating a risk of danger to myself or to others.

COURSE RULES

Entry and Participation Agreements

Rules: I agree to become familiar with and abide by all written and/or posted rules of COLORADO OBSTACLE COURSES AND MUD RACES 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 COLORADO OBSTACLE COURSES AND MUD RACES 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 COLORADO OBSTACLE COURSES AND MUD RACES LLC at its sole discretion may delay, modify, or cancel the HANOMR 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 COLORADO OBSTACLE COURSES AND MUD RACES 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 HANOMR 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 HANOMR event.

Govern Participation: I understand that COLORADO OBSTACLE COURSES AND MUD RACES 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 COLORADO OBSTACLE COURSES AND MUD RACES LLC.

Removal from Course: I understand that COLORADO OBSTACLE COURSES AND MUD RACES 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 HANOMR 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 participating 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 & Drugs: I certify that I am not, and on the date of the HANOMR 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 HANOMR event. I further understand that alcohol consumption during the event is prohibited and alcohol consumption following the event is discouraged by COLORADO OBSTACLE COURSES AND MUD RACES 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 HANOMR event by COLORADO OBSTACLE COURSES AND MUD RACES LLC its affiliated entities or contractors, and/or the media become the sole property of COLORADO OBSTACLE COURSES AND MUD RACES LLC. I grant the right, permission and authority to COLORADO OBSTACLE COURSES AND MUD RACES 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 COLORADO OBSTACLE COURSES AND MUD RACES LLC 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 of 18 (or will have reached that age by the date of the HANOMR event).

Signature:

Date:
