

PARTICIPANT NAME

FIRST

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LAST

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**Participant Waiver:**

Fairfax Media Events NZ Pty Limited (**Fairfax Media NZ**) (Licensee of Tough Mudder in New Zealand) 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.

**Parties**

Released Parties include Tough Mudder Incorporated, Fairfax Media NZ 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 Tough Mudder Incorporated, Fairfax Media NZ, 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.

Initial Assumption of Inherent Risks:

The Tough Mudder event (hereafter referred to as the TM 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, encountering electric voltage, swimming in cold water, throwing or carrying heavy objects, and traversing muddy areas. In summation, the TM event is a hazardous activity that presents the ultimate physical and mental challenge to participants.

I acknowledge that the TM 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 TM event) regardless of the care and precautions taken by Fairfax Media NZ (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 TM 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 open flames, barbed wire, pipes, and electric shocks);
- 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 behaviour-related problems (e.g., erratic or inappropriate co-participant behaviour, erratic or inappropriate behaviour by the participant, errors in judgment by personnel working the event; and
- 7) natural hazards (e.g. uneven terrain, rock falls, lightning strikes, earthquakes), s).

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. Due to the extreme nature of the Event serious

injuries, may occur. They include, but are not limited to: broken bones, torn ligaments, concussions, exposure, heat-related illness, mental stress or exhaustion, infection, and concussions.

I also understand that it is my responsibility to consult with my personal physician prior to participating in the TM 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 TM 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 TM 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 TM 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 TM event.

Initial Waiver of Liability: In consideration of being permitted to participate in the TM 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 Fairfax Media NZ and the other Released Parties from any and all claims resulting from the INHERENT RISKS of the TM event that I may have arising out of my participation in the TM event.

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from the TM 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.

Initial Indemnification Agreement: In consideration of being permitted to participate in the TM 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 Fairfax Media NZ (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 TM 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 TM 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 TM event.

Initial Other Agreements

Law: I understand that the applicable law is New Zealand law.

Severability: I understand 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 Fairfax Media NZ and cannot be modified or changed in any way by representations or statements by any agent or employee of Fairfax Media NZ. It may only be amended by a written document duly executed by all parties.

Mediation: In the event of a legal issue, I agree to engage in good faith efforts to mediate any dispute that might arise before commencing any legal action.

PARTICIPANT NAME

FIRST

12 empty boxes for first name

LAST

12 empty boxes for last name

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 TM event. I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in the TM event, or that would result in my participation creating a risk of danger to myself or to others.

- I agree not to participate in a TM event while under the influence of alcohol and/or drugs.
I acknowledge that Tough Mudder Incorporated and Fairfax Media NZ recommend and encourage 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.

In the event of an injury to me that renders me unconscious or incapable of making a medical decision, I authorize appropriate Tough Mudder Incorporated and Fairfax Media NZ 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 Fairfax Media NZ to secure emergency medical care or transportation (i.e., EMS) when deemed necessary by Fairfax Media NZ. I consent to the release of my personal information to medical assistance personnel and TM Event organisers in the event of a medical emergency during my participation in the Event.

- I agree to assume all costs of emergency medical care and transportation.
I acknowledge that Fairfax Media NZ 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 Fairfax Media NZ 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 further acknowledge that I am freely and voluntarily agreeing to the agreement and participating in the TM event and intend my acceptance to be a complete and unconditional release of all liability of Fairfax Media NZ (and other Released Parties) or the INHERENT RISKS of the activity, to the greatest extent allowed by New Zealand law.

DECLARATION

- I understand that participating in the Tough Mudder event is a physically challenging and potentially dangerous activity and involves the risk of serious injury and/or death.
I assert that I am in good health and in proper physical condition to safely participate in the TM event. I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in the Tough Mudder 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 Tough Mudder Incorporated, as well as all written and/or posted rules of the Venue. I further agree to comply with all directions, instructions and decisions of Fairfax Media NZ 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 Fairfax Media NZ at its sole discretion may delay, modify, or cancel the TM 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 Fairfax Media NZ, including but not limited to: high wind, extreme rain or hail, hurricane, tornado, earthquake, flood, acts of terrorism, fire, threatened or actual strike, labour difficulty or work stoppage, insurrection, war, public disaster, and unavoidable casualty. In the event of a delay, modification, or cancellation of the

TM 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 TM event.

Govern Participation: I understand that Fairfax Media NZ 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 Fairfax Media NZ.

Removal from Course: I understand that Fairfax Media NZ and Venue personnel may immediately cause anyone who disobeys any rules, directions, instructions, decisions, or laws, or whose behaviour endangers safety or negatively affects a person, facility, or property of any type or kind, to be removed from the Course.

Refund Policy: I hereby understand and acknowledge that all fees and associated costs (including optional product purchases, spectator tickets, and donations), paid in registration for this Tough Mudder event are NOT REFUNDABLE FOR ANY REASON, under any circumstances, including but not limited to injury, a scheduling conflict, and/or event cancellation. I also 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.

Entries are non-transferable to other events or other people except under exceptional circumstances approved of, in writing, by Fairfax Media NZ. Any attempt to transfer Your entry to another person without the knowledge of Fairfax Media NZ may result in the cancellation of Your entry without refund and You may be prohibited from participating in other Fairfax Media NZ events.

You must not offer Your (or any other persons) Entry for sale through any medium, including auctions (on eBay or any other auctioning or similar means). All individuals involved in such conduct will be disqualified from the Event. Attitude and Behaviour: I also agree to exhibit appropriate behaviour 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 TM 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 TM event. I further understand that alcohol consumption during the event is prohibited and alcohol consumption following the event is discouraged by Fairfax Media NZ. 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 TM event by Fairfax Media NZ, its affiliated entities or contractors become the sole property of Fairfax Media NZ. I grant the right, permission and authority to Fairfax Media NZ 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 Fairfax Media NZ 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 am 18 years or older (or will have reached that age by the date of the TM event) OR I am between the age of 16-18, and this waiver is signed by my parent or legal guardian who consents to my participation and accepts the terms herein.

Signature

Print Name

Date