

MUDDY PRINCESS

ATTENDEE WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK, COVENANT NOT TO SUE AND IMAGE RELEASE

READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES. IT WILL AFFECT YOUR LEGAL RIGHTS AND MAY LIMIT OR ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

This Release and Waiver of Liability (the "release") executed by me ("I", "my", or "Attendee") releases Muddy Princess Corporation, a corporation organized under the laws of Florida ("Muddy Princess"), its subsidiaries, shareholders and (foreign) affiliates, as well as their respective officers, directors, agents, employees, and volunteers, as well as all sponsors, advertisers, venue owners, venue lessors, venue lessees and equipment rental companies (hereinafter known as "Released Parties") relating to the event organized by Muddy Princess Corporation ("Event").

I understand that by registering for and attending the Event, I am agreeing to the terms of this Waiver, Release of Liability, Assumption of Risk, Covenant not to sue, and Image Release, both on behalf of myself and my child (or ward) who attends with me or whom I permit to attend.

1. Rules and Regulations

I will abide by the rules, regulations and instructions of Muddy Princess and the Released Parties relating to the Event, and I agree to use the facility and the equipment in a manner consistent with its intended use.

2. Assumption of Risk

I understand that attending the Event may include activities that may be hazardous to me. The Event involves hostile environments that might include extreme heat or cold, snow, fire, mud, extreme changes in elevation and water. Some of the Event activities include runs, military style obstacles, going through pipes, traversing cargo nets, climbing walls, swimming in cold water, carrying heavy objects, traversing muddy areas, and swimming through water that has not been treated for chemicals, disease or contamination. Though I am not a participant of the mud run myself, I agree and understand that I may be exposed to certain inherent risks of such event due to my presence at the Event facilities, including but not limited to collisions with participants. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks can be the cause of loss or damage to my personal property and equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. As an attendee, I hereby expressly assume risk of injury or harm from these activities.

3. Limitation of Liability

I HEREBY FOREVER WAIVE, RELEASE, COVENANT NOT TO SUE AND DISCHARGE THE RELEASED PARTIES FROM ANY AND ALL CLAIMS RESULTING FROM THE INHERENT RISKS AS DESCRIBED IN ARTICLE 2 ABOVE OR THE ORDINARY NEGLIGENCE OF THE RELEASED PARTIES THAT I MAY HAVE ARISING OUT OF MY ATTENDANCE AT THE EVENT.

THIS AGREEMENT APPLIES TO (1) PERSONAL INJURY (INCLUDING DEATH) FROM INCIDENTS OR ILLNESSES 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.

4. Indemnification

I hereby agree to hold harmless, defend and indemnify Muddy Princess (and the other Released Parties) from any and all claims made by me arising from injury or loss due to my attendance of the Event. This applies both to claims arising from the inherent risks of the Event or the ordinary negligence of Muddy Princess or any Released Parties.

I further agree to hold harmless, defend, and indemnify Muddy Princess and the other Released Parties against any and all claims of participants, rescuers and others arising from my conduct in the course of the Event.

5. Photography and Video Release

I irrevocably grant unlimited permission to Muddy Princess and its licensees to use, reproduce, sell, disseminate and distribute any and all photographs, images, video recordings, motion pictures, recordings, or any other depiction of any kind of my attendance at the Event or related activity in perpetuity and I understand that I will not be entitled to any compensation in connection therewith. I further hereby irrevocably and absolutely grant permission to Muddy Princess and its licensees to film, videotape and record me in the course of the Event and subsequently to telecast, sell, distribute and otherwise utilize the same in whatever manner Muddy Princess and its licensees shall deem appropriate. Such permission shall include granting the unlimited and irrevocable rights to Muddy Princess and its licensees, without compensation of any kind to me, to use, reproduce or broadcast, my name, nickname, image, likeness, voice and photograph, in connection with the Event. I acknowledge that Muddy Princess and its licensees shall have unlimited right throughout the world to copyright, use, reuse, publish, republish, broadcast and otherwise distribute depictions of or information about me and all or any portion of the Event in which I may appear on any and all radio, network, cable and local television programs and in any print materials and in any other format or media (including electronic media) now known or hereafter devised in perpetuity and without compensation to me.

6. Personal Information

I authorize the Released Parties to collect and use personal information on this form for the purpose of management and administration of the Event. I authorize the Released Parties to disclose such personal information to third parties, as may be required for this purpose, including to legal and insurance companies. The Released Parties may also be required or permitted to disclose such personal information pursuant to relevant privacy laws or other laws. I furthermore authorize the disclosure of medical information concerning my health, injuries, incapacity, medical emergency or treatment that may occur at the Event and to allow that information to be provided to a family member, friend, medical professional or Event official.

7. Medical Treatment

I hereby release and forever discharge the Released Parties from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency at the Event.

8. Venue and Jurisdiction

I agree that the appropriate state or federal trial court for any legal action arising from this agreement will be the one located in the State and county in which this Event took place.

9. Severability

I understand and agree that this agreement is intended to be as broad and inclusive as is permitted by law and that if any provision shall be found to be unlawful, void or for any reason unenforceable, that provision shall be severed from this agreement without affecting the validity and enforceability of any remaining provisions.

10. 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, all disputes, controversies or claims arising out of my attendance at the 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.

Acknowledgment of Understanding:

I have read this Photography Release, 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 signing this agreement freely and voluntarily and intend my signature to be a complete and unconditional release of all rights to photographs of myself, all liability due to ORDINARY NEGLIGENCE of Muddy Princess (and other Released Parties) or the INHERENT RISKS of the activity, to the greatest extent allowed by law.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND THIS WAIVER. I UNDERSTAND THAT I HAVE GIVEN UP, SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY AND WITHOUT ANY TIME CONSTRAINTS BEING PLACED UPON ME.

Attendee's Name:	
E-Mail:	Emergency Contact Name:
Phone:	Emergency Contact Phone:
Signature:	Date:

MINORS/WARD: IF ATTENDEE IS UNDER 18 YEARS OF AGE OR UNDER LEGAL GUARDIANSHIP, SIGNATURE OF A PARENT OR GUARDIAN IS REQUIRED BELOW.

I am the parent/legal guardian of the child/ward who shall attend the Event. On behalf of my child/ward I agree to the assumption of the inherent risks of the Event, and I agree to the limitations of liability and other terms of this release above.

I will further indemnify, defend and hold harmless the Released Parties against any damages incurred as a result of any action by my child/ward including attorney's fees and costs. I agree to let my child/ward receive medical care and/or transport and I agree to release all of his/her medical records as stated above.

Parent/Guardian Name:	Minor/Ward Name (Print):
Relationship to Minor/Ward:	
Parent/Guardian Signature:	Date: