

VOLUNTEER NAME

FIRST

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LAST

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## VOLUNTEER LEGAL LIABILITY AGREEMENT

**VOLUNTEERS: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL ELIMINATE AND/OR LIMIT YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS. IF YOU ARE A PARENT OR GUARDIAN OF A VOLUNTEER UNDER THE AGE OF 18 WHO IS ATTENDING THE TOUGH MUDDER EVENT WITH YOU, BY AGREEING TO THIS DOCUMENT, YOU HEREBY AGREE TO THE TERMS OF THIS DOCUMENT ON HIS OR HER BEHALF AND GIVE APPROVAL FOR YOUR CHILD'S ATTENDANCE AND/OR VOLUNTEERING AT THE TOUGH MUDDER EVENT.**

**Released Parties** include TOUGH MUDDER INCORPORATED and its directors, officers, employees, agents, contractors, insurers, participants, spectators, equipment suppliers, and volunteers; VENUE and its officers, employees, agents, contractors, insurers, equipment suppliers, and volunteers; all TOUGH MUDDER INCORPORATED 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, predecessor, 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 volunteer as well as his or her 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 the volunteer's behalf.

**Volunteer Status:** I acknowledge that I have volunteered to assist in conducting the TM event (hereafter used to refer to the appropriate Tough Mudder/Tougher/Tough Mudder Half/Tough Mudder 5k event) and that I have done so with the full understanding and knowledge that my activities will not be compensated, nor do I expect compensation for my activities as a volunteer. I acknowledge and agree that as a volunteer, I am not and do not wish to be considered an employee of Tough Mudder (or any other entity or organization associated with the TM Event) and I represent and warrant that I am volunteering for the TM Event as a form of recreation, in the pursuit of a personal hobby, or as a result of my dedication to and participation in a social or recreational club or organization. If I am volunteering as a result of my participation in a social or recreational club or organization, then I represent and warrant that my decision to volunteer at the TM Event is in support of and intended to benefit such social or recreational club or organization and not in support of or intended to benefit Tough Mudder I understand and agree that I may cease providing my services as a volunteer for the TM Event at any time at my own discretion and that if I do so, I will immediately vacate the Venue at which the TM Event is being held. I understand that as a volunteer, I will not be covered by any workers' compensation or any other insurance policy that is maintained by Tough Mudder.

**Assumption of Inherent Risks:** The TM Event is a hazardous activity that takes place in a dangerous and challenging environment. Some of the activities include runs, military style obstacles, going through pipes, traversing cargo nets, climbing walls, encountering electric voltage and fire, swimming in cold water, throwing, carrying, or getting hit with heavy objects, and traversing muddy areas. The environment, the activities, and the competitive efforts of the participants can put volunteers at serious risk of injury. Volunteers may have the opportunity to participate in base area features. These base area features, like the course, carry inherent risks. Some of the **inherent risks** to volunteers on both the course and base area include, but are not limited to contact or collision with 1) persons or objects (e.g., collision with spectators, other volunteers, course personnel, participants), motor vehicles or machinery, and natural or man-made fixed objects or obstacles; 2) 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) weather-related hazards (e.g., extreme heat, extreme cold, humidity, ice, rain, fog); 4) inadequate first aid and/or emergency measures; 5) judgment- and/or behavior-related problems (e.g., erratic or inappropriate behavior by participants, personnel, volunteers, or other spectators, and errors in judgment by personnel working or volunteers who are volunteering their services at the TM Event); and 6) natural hazards (e.g. uneven terrain, rock falls, lightning strikes, earthquakes, wildlife attacks, contact with poisonous plants, marine life, bacteria 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. Common **minor injuries** include, but are not limited to: scrapes, bruises, sprains, strains, muscle tension and soreness, nausea, cuts, sunburn, abrasions, grazes, lacerations, and contusions. Less common **serious injuries** also sometimes occur. They include but are not limited to property loss or damage, broken bones, fractures, torn or strained ligaments and tendons, concussions, exposure,

dehydration, heat exhaustion and other heat-related illnesses, mental stress or exhaustion, infection, vomiting, dislocations, hyperthermia, hypothermia, anemia, electrolyte imbalance, loss of consciousness, syncope, dizziness, fainting, seizures, electric shock and/or injury, and neurological disorders/pain. **Catastrophic injuries** are rare; however, we feel that our volunteers should be aware that they could occur. These injuries can include but are not limited to permanent disabilities, spinal injuries and paralysis, stroke, heart attack, amputation, and even death.

I further understand and acknowledge that the TM Event may contain obstacles with electrically charged wiring and fencing. During this event I may be exposed to such electrically charged live wiring. I understand and acknowledge that exposure to such electrically charged objects may directly cause or contribute to bodily injury. These injuries may be serious and permanent. The injuries include, but are not limited to: skin irritation, electrical burns, muscle spasm, muscle contraction, single or multiple organ failure, eye injuries including cataracts and temporary or permanent blindness, cardiac arrest, heart attack, disruption of normal cardiac rhythm, bleeding, muscular swelling, decreased blood flow to extremities, loss of consciousness, coma, seizure, spinal cord injury, fracture, injury to ligaments, paralysis, stroke muscle weakness, neurological disorder, tingling sensations, infection, muscle breakdown or destruction, depression, anxiety, aggressive behavior, ulcer, pneumonia, sepsis, and even death.

**I understand fully the inherent risks of a being a volunteer for a TM Event. I have read the preceding paragraphs and acknowledge that I know, understand, and appreciate the risks of being a volunteer. 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 incur as a result of my presence at the TM Event.**

**Waiver of Liability for ORDINARY NEGLIGENCE:** Except as otherwise prohibited by law, in consideration of being permitted to be a volunteer in the TM Event, I (on behalf of the Releasing Parties) hereby forever waive, release, covenant not to sue, and discharge Tough Mudder INCORPORATED and the other Released Parties from any and all claims resulting from the INHERENT RISKS of the TM Event or the ORDINARY NEGLIGENCE of Tough Mudder (hereafter used when referring to the corporate entity Tough Mudder Incorporated and other Released Parties) that I may have arising out of my presence at the TM Event.

This Volunteer Legal Liability 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, base area features and while on the premises (including, but not limited to base area, stands, sidewalks, parking areas, sponsor promotions, restrooms, first-aid tents, and dressing facilities); and 2) any and all of my claims relating to the TM Event, including but not limited to, damaged, lost or stolen property, and both contractual and non-contractual claims.

### Other Agreements

- 1) If, despite the overriding mediation and arbitration policy I agree to below, legal action proceeds in a court of law, the local state or federal court where TM Event is held has the exclusive jurisdiction and that only the substantive laws of Delaware shall apply.
- 2) I assert that this Agreement is intended to be as **broad and inclusive as is permitted** by the State of Delaware and that if any provision shall be found to be unlawful, void, or for any reason unenforceable, then the remaining portions shall remain in full effect.
- 3) I affirm that this agreement supersedes any and all previous oral or written promises or agreements; constitutes the **entire agreement** between me and Tough Mudder; and can be amended only by a written document duly executed by all parties.
- 4) 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 as a result of my presence at or my services as a volunteer at the TM Event shall be submitted to **binding arbitration** in accordance with the applicable rules of the American Arbitration Association then in effect. The Arbitration Rules of the American Arbitration Association are available on-line at [www.adr.org](http://www.adr.org). Tough Mudder shall be responsible for all costs of such arbitration.
- 5) I represent and warrant that I am in full command of my faculties and am not under the influence of alcohol or drugs.

**VOLUNTEER NAME****FIRST****LAST****V**

6) I agree that any arbitration, mediation or legal action shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. Claims may not be joined or consolidated unless agreed to in writing by all parties. I understand and agree that the arbitration policy as described in this paragraph and in paragraph 4 does not apply to claims for workers' compensation claims (but does cover workers' compensation retaliation claims) or claims for unemployment insurance. I further understand and agree that nothing in this Agreement prohibits me from filing at any time a charge or complaint with a government agency, such as the National Labor Relations Board. However, upon my receipt of a right to sue letter or similar administrative determination, I agree that any claims that I may have become subject to arbitration as set forth herein. I understand that any arbitration claim that I may bring must be initiated in accordance with the time limits contained in the applicable law's statute of limitations.

**Limitations to Volunteers:** I understand that I have been granted permission to serve as a volunteer for the TM Event. I understand that this DOES NOT GRANT ME PERMISSION TO PARTICIPATE in any part of the TM Event. I will or may, however, have the opportunity to participate in base area features. I affirm that I have not paid the fee required to participate in the TM Event and recognize that should I participate in any activity, Tough Mudder will eject me from the premises immediately and will, under no circumstances, be held responsible or liable for any injury which I may suffer while participating illegally.

**Health-Related Permissions by Volunteers:**

- I represent and warrant that I am/are in good health and in proper physical condition to safely participate in the TM Event base area features should my participation be requested or desired by me. I certify that I have no known or knowable physical or mental conditions that would affect my/our ability to safely participate in the TM Event base area features, or that would result in my participation creating a risk of danger to myself (and/or my participating minor child/ward) 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 and **agree not to participate in a TM Event base area feature while under the influence of alcohol and/or drugs.**
- I acknowledge that Tough Mudder recommends and encourages each volunteer to get medical clearance from his/her personal physician prior to participation in any base area activities. I assert that I have not been advised or cautioned against participating in base area type features by a medical practitioner.
- I represent and warrant that I (and/or my participating minor child/ward) am/are covered by medical insurance and that if I am injured while volunteering at the TM Event, my medical insurance will primary with respect to such injuries.
- In the event of an injury or illness that renders me unconscious or incapable of making a medical decision, I authorize appropriate Tough Mudder 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 further authorize Tough Mudder to secure necessary emergency medical care or transportation (i.e., EMS) and I agree to **assume all costs** of emergency medical care and transportation.

**Rules:** I agree to become familiar with and abide by all written and/or posted rules of Tough Mudder, as well as all written and/or posted rules of the Venue. I further agree to comply with all directions, instructions and decisions of Tough Mudder and Venue personnel and if I disagree with or am unwilling to comply with such rules, directions, instructions or decisions, I will immediately cease my activities as a volunteer and will immediately vacate the Venue.

**Emergency Delay or Cancellation:** I acknowledge that Tough Mudder at its sole discretion may delay, modify, or cancel the TM Event if conditions beyond the control of Tough Mudder, or natural or man-made emergencies beyond the control of Tough Mudder, make administering the event unreasonably difficult or unsafe. I agree that "emergency" includes but is 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 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. I further understand and agree that the terms of this waiver shall apply to any newly rescheduled date or location.

**Govern Participation:** I understand that Tough Mudder has the authority to issue instructions or directions relating to my safety in the performance of my activities as a volunteer or the safety of participants, spectators, and personnel; and/or promote fairness and the spirit of Tough Mudder.

**Removal from Course:** I understand that Tough Mudder 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.

**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 volunteer my services during the TM Event or with respect to base area features. I further understand that the consumption of any alcohol and any illicit or illegal drugs or substances during the event is strictly prohibited. Tough Mudder will only allow the responsible consumption of alcohol after my volunteer shift. I agree to take full responsibility for any alcohol consumption at the TM 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 non-medically necessary wheeled conveyances or non-service animals 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 Tough Mudder, its affiliated entities or contractors, and/or the media become the sole property of Tough Mudder. I grant the right, permission and authority to Tough Mudder 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 Tough Mudder 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 have reached majority age (or will have reached that age by the date of the TM Event. Majority age is 18 in all states except Alabama (age 19), Missouri (age 19), Nebraska (age 19), Mississippi (age 21). I affirm that my participating child/ward is at least 16 years of age.

**Acknowledgment of Understanding:** I have read this Volunteer Legal Liability Agreement and fully understand its terms. I understand that I am giving up substantial rights for myself and my children or wards, including my and their right to sue. I further acknowledge that I am freely and voluntarily signing the agreement and participating as a volunteer, and intend my signature to be a complete and unconditional release of all liability due to ORDINARY NEGLIGENCE of Tough Mudder or the INHERENT RISKS of the activity, to the greatest extent allowed by federal law and the law in the State of Delaware.

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Signature

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Print Name

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Date

**IF YOU ARE A PARENT OR GUARDIAN OF A VOLUNTEER UNDER THE AGE OF MAJORITY WHO IS ATTENDING THE TOUGH MUDDER EVENT WITH YOU PLEASE LIST THE NAMES OF THE CHILD VOLUNTEER(S) ATTENDING WITH YOU:**

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_

**Name and Contact Information of a Party to Contact in Case of an Emergency:**

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