

Black Hat Challenge Mud Run Waiver, RELEASE OF LIABILITY, ASSUMPTION OF RISK, COVENANT NOT TO SUE AND IMAGE RELEASE ("AGREEMENT & WAIVER")

PLEASE READ THIS AGREEMENT & WAIVER CAREFULLY, AS IT AFFECTS YOUR FUTURE LEGAL RIGHTS, AND PROVIDE YOUR INITIALS ON EACH LINE AFTER READING. BY SIGNING BELOW, YOU (ON BEHALF OF YOURSELF OR YOUR MINOR CHILD/WARD AND ANY PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS AND NEXT OF KIN) ACKNOWLEDGE; AGREE AND REPRESENT THAT YOU HAVE CAREFULLY READ AND FULLY UNDERSTOOD THIS DOCUMENT AND AGREED TO ITS TERMS. YOU AGREE THAT IF YOU DO NOT ACCEPT ALL OF THE TERMS AND IN THE EVENT.

This Agreement & Waiver must be carefully read and signed in consideration of being permitted to enter (for any purpose) Black Hat Challenge Mud Run ("Event") and associated property ("Premises"). As used herein, the term "Releasees" is defined to include the following: (I) The Exchange Club Carl Perkins Center, Its subsidiaries, affiliated companies, owners, members, managers, directors, officers, past and present employees, agents, representatives, successors and assigns (collectively, "The Carl Perkins Center"); (II) the Premises owner (Joel & Sabrina Franks); (III) any Event staff or volunteers; and (IV) any Event sponsors.

1. I understand that the Event is a test of my physical and mental limits and an inherently dangerous activity that presents extreme obstacles, including, but not limited to, mud pits, ropes, slides, cargo nets, heights, climbing, jumping into water, water crossings, hills and/or uneven terrain. I understand, agree and accept that some of the Event course or obstacles may go through water that has not been treated for chemicals, disease or contamination and that the Event course may contain wild animals, insects and plants. _____

2. I expressly acknowledge, understand and agree that the activities of the Event involve the risk of serious injury and /or death and/or property damage. _____

3. I am fully participating in the Event and entering the Premises, including, but not limited to, my own actions or inactions (or the actions or inactions of my minor child/ward), the actions or inactions of others (including the Releasees or Event attendees), falls, injuries, illnesses, infections, contact with others (including the Releasees or Event attendees), navigating any and all obstacles, Premises defects and the effects of weather, including, but not limited to, heat, humidity and/or rain. _____

4. I understand and agree that it is my responsibility to determine whether I am (or my child/Ward is) in good physical condition, sufficiently fit, healthy and can safely participate in the Event. I certify that I do not (or my child/Ward does not) have any physical or mental condition that may affect my (or my child's/ward's) ability to safely participate in the Event or would make my (or my child's/ward's) participation more hazardous. If I am pregnant, disabled in any way or have recently suffered an illness or injury, I should have or did consult a physician before participating in the Event. I agree that if I am not in proper physical or mental condition on the day of the Event or if I have any questions about my ability to safely participate in the Event, that I will not participate in the Event. _____

5. I acknowledge and agree that the risks associated with the Event are open and obvious and that I have been informed and warned of those risks. In addition, I will have the opportunity to inspect each obstacle prior to attempting it and I will not attempt such obstacle unless I believe it is safe to do so. I agree and understand that attempting or completing any obstacle is purely voluntary and I am free to avoid any obstacle. If I am participating in a competitive wave for prizes, I understand that avoiding an obstacle will render me ineligible for a prize. _____

6. I agree not to dive or enter any mud pit or body of water head first, as doing so may cause serious physical injury and/or death. I understand that in order to safely participate in the Event, I must know how to swim and be a competent swimmer. _____

7. I consent to first aid, medical care and/or transportation in order to obtain treatment in the event of injury to me as the Releasees or medical professionals may deem appropriate and I understand that this Agreement & Waiver extends to any liability connected with such treatment or transportation. I understand that it is my responsibility to obtain any insurance necessary to cover injuries or medical costs I may incur at the Event, and I certify that on the day of the Event I will be covered by such insurance. I agree to assume liability for any medical costs incurred as a result of my participation in the Event and agree to indemnify and hold harmless the Releasees from all liability for such costs. _____

8. I agree to observe and obey all posted rules and warnings, to follow any instructions or directions given by Mud Run committee through its employees, representatives or agents and to abide by decisions of any Event official relative to my ability to safely participate in or attend the Event. I understand and agree that I am expected to exhibit appropriate behavior at all times while at the Event or on the Premises and to obey all local, state and federal civil and criminal laws. This includes, generally, respect for other people, equipment, facilities or property. Mud Run committee may dismiss me, without refund, should my behavior endanger the safety of or negatively affect the Event, Premises or any person, facility or property. _____

9. I agree not to consume alcohol or use any medicine or substance prior to or during the Event that will inhibit my mental or physical ability to safely participate in the Event. _____

10. I understand and agree that the Releasees are not responsible for any personal item or property that is lost, damaged or stolen at the Event or on the Premises. I understand and agree that pets, strollers or other wheeled means of conveyance are not permitted on the Event course. I understand and agree that I may not bring weapons, fireworks or illegal substances to the Event or the Premises or sell unauthorized merchandise at the Event or on the Premises. Failure to abide by these or other rules published by Mud Run may result in my dismissal from the Event without refund. _____

11. I grant permission to the Releasees to photograph, videotape and record me (or my child/ward) at the Event and child's/ward's) name, image, likeness or voice in advertising, marketing or whatever manner the Releasees deem appropriate and I understand and agree that I (or my child/ward) will not be entitled to any compensation in connection therewith. I assign to Mud Run all rights, title, and interest in any photographs, videos, or other records that I take at the Event; Mud Run grants to me a limited, non-exclusive right and license to use such records for non-commercial purposes only. _____

12. I understand and agree that all entry fees and related purchases are final and nonrefundable. _____

13. I understand and agree that Mud Run reserves the right to cancel the Event due to weather (including, but not limited to, heat, storms, lightning, floods or tornadoes), accidents, acts of war or terrorism, military conflicts or riots or for any reason that will affect the safety and security of Event participants and attendees. In the event of such cancellation, there will be no refund of my entry fee or related purchases. _____

14. I recognize and acknowledge that there are hazards and risks of physical injury or illness to Event participants and that not all such hazards or risks can be fully eliminated. I freely and voluntarily agree to assume the full risk of death, bodily injury or property damage, regardless of severity, that I (or my child/ward) may sustain as a result of my (or my child's/ward's) participation in the Event, whether or not caused by the active or passive negligence of the Releasees. _____

15. I agree to indemnify and hold harmless the Releasees from and against all suits, actions, legal proceedings, claims, demands, damages, judgments, liabilities, interest, attorneys' fees, costs and expenses of whatever kind or nature (collectively, "claims") directly or indirectly caused by any act or omission of the Releasees or others (including Event attendees) while I am (or my child/ward is) at the Event or on the Premises, regardless of whether or not I am (or my child/ward is) participating in the Event at the time and regardless of Whether or not caused by or alleged or claimed to be caused by the active or passive negligence of the Releasees. _____

16. I release, waive, discharge and covenant not to sue the Releasees from all liability to me, my personal representatives, assigns, heirs and next of kin, for any Claims, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown; arising out of or connected with my (or my minor/ward's) participation in the Event or while on the Premises, whether or not caused by the active or passive negligence of the Releasees. _____

17. I understand, acknowledge and agree that the laws of the State of Tennessee shall apply to all matters relating to this Agreement & Waiver regardless of the Event location, that the exclusive jurisdiction for any dispute with the Releasees resides in state or federal court in Hardin County, Tennessee (where Mud Run is located) and I expressly consent to the exercise of personal jurisdiction in the State of Tennessee in connection with any dispute with the Releasees relating to the Event and/or this Agreement & Waiver. _____

18. I understand and agree that this Agreement & Waiver constitutes the entire agreement between the parties relating to the subject matter hereof, is a contract that shall be binding to the fullest extent permitted by law and is intended to be as broad and inclusive as permitted by the law of the State of Tennessee. If any part of this Agreement & Waiver is deemed to be enforceable, the balance shall continue in full and effect. _____

I UNDERSTAND THAT THE EVENT IS AN EXTREME TEST OF MY PHYSICAL AND MENTAL LIMITS, THAT THERE ARE INHERENT RISKS INVOLVED IN PARTICIPATING IN THE EVENT AND THAT ENGAGING IN THOSE RISKS IS ONE OF THE PRIMARY REASONS I HAVE VOLUNTARILY DECIDED TO PARTICIPATE IN THE EVENT. I HAVE READ THIS AGREEMENT & WAIVER AND FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING BELOW, INCLUDING THE RIGHT TO SUE THE RELEASEES. I ACKNOWLEDGE THAT I AM SIGNING THIS AGREEMENT & WAIVER FREELY AND VOLUNTARILY AND INTEND MY SIGNATURE TO BE A WAIVER AND COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY DUE TO THE NEGLIGENCE OF RELEASEES OR THE INHERENT RISKS OF THE EVENT.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

(Check one): _____ I am at least 18 years old or _____ I am at least 6 years old and my parent or guardian has reviewed this agreement & waiver and signed below.

ONLY COMPLETE SECTION BELOW IF YOU ARE A PARENT OR GUARDIAN OF A PARTICIPANT UNDER THE AGE OF EIGHTEEN (18) I represent and warrant that I am the legal parent or guardian of the above-named participant ("Minor"), have the legal authority to enter into this Agreement & Waiver and approve of the Minor's participation in the Event. I certify that both the Minor and I are aware of the nature and risks of the Event, that I have reviewed, understood and agreed to the terms herein (such terms being interpreted as if they applied both to me and the Minor) and that the Minor is in good

physical condition and qualified to participate in the Event. I release, waive, discharge and covenant not to sue the Releasees for any Claims on the Minor's account and further agree that if, despite this Agreement & Waiver, I, the Minor or anyone on the Minor's behalf makes a claim against the Releasees, I will indemnify and hold harmless the Releasees from such Claims.

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____