

MELBOURNE MUD MADNESS

ASSUMPTION OF INHERENT RISKS AND RELEASE OF RESPONSIBILITY – CONSENT AND PHOTO RELEASE FORM

BY COMPLETING THIS FORM, I ACKNOWLEDGE I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS AND I HEREBY REPRESENT AND WARRANT: I AM A PARTICIPANT OF THE AGE OF MAJORITY IN MY JURISDICTION OF RESIDENCE, IF REGISTERING AS A MINOR, A PARENT/LEGAL GUARDIAN WILL EITHER NEED TO BE PRESENT ON SITE TO AUTHORIZE AND SIGN, OR THE PARTICIPANT NEEDS TO HAVE A PARENT/LEGAL GUARDIAN SIGN AND PROVIDE A DRIVER'S LICENSE #/ PICTURE ID, OR PARENT/LEGAL GUARDIAN SPEAK DIRECTLY WITH REGISTRATION PERSONNEL.

Participant/Spectator's Name _____

City _____ Prov./State _____ Postal/Zip Code _____

BY SIGNING THIS DOCUMENT, YOU RENOUNCE SUBSTANTIAL LEGAL RIGHTS INCLUDING YOUR RIGHTS TO SUE. PLEASE READ CAREFULLY AS THIS IS A LEGAL BINDING DOCUMENT

In consideration of being allowed to participate in any way in MELBOURNE MUD MADNESS (hereby known as EVENTS) and any related EVENTS/activities, I the below signed, on behalf of myself, my successors, heirs, assigns, and anyone else who may make any claim for or on my behalf, hereby irrevocably and unconditionally acknowledge, appreciate and agree that:

1.) I agree to abide by the rules and regulations of Melbourne Mud Madness and subsidiaries and those affiliated with conducting the EVENTS, without limitation to their officers, officials, directors, agents, employees, and volunteers, other participants, sponsoring agencies, sponsors, advertisers, venue lessee/owner/lessee and their employees (hereby known as *Released Parties*) and agree to use the facility/equipment in a manner consistent with its intended use and application;

2.) I acknowledge having received all of the information about the MELBOURNE MUD MADNESS (EVENTS);

3.) I understand no refunds will be granted if the *Released Parties* decide to modify, postpone or cancel the EVENTS due to weather conditions, acts of GOD, or other factors beyond their control that may affect the venue, safety and/or health of the participants and/or spectators

4.) I recognize that my protective clothing, gear and equipment is fit and appropriate for the EVENT. I warrant I am in good physical, emotional, and mental health and I do not suffer from any disability or physical problems that could make it hazardous for me to participate and I agree to participate in the EVENTS of on my own free will. I further warrant I am not taking any prescription or non-prescription drugs; including any controlled substances, which may impair my ability to participate in the EVENTS

5.) I have read the safety measures and implications of participating in the EVENTS, involving various risks, dangers and hazards of accidents and bodily harm that could result from my participation, including but not limited to: i) minor or major bone fractures, scrapes, abrasions lacerations, head concussions, bumps, bruises, muscle, tendon or ligament strains or sprains, paralysis, drowning, or near drowning, heat and cold injuries, animal bites, insect bites, or insect stings, contact with poisonous plants, or other serious personal or bodily injury, death;

Caused by, but not limited to: ii) all-terrain equipment, rough equipment, disregard of guidelines, rules and standard practices, falling, impact against a hard surface, slips, collision with an object or another participant, negligence on my part or the part of the *Released Parties*;

6.) I am the best and only judge of my ability to participate in the EVENTS and am fully aware of the additional risks involved in my participation and assume such risks on my own free will. I am voluntarily participating for my own enjoyment;

7.) I understand the *Released Parties* do not provide any insurance, either life, medical or liability, for any illness, accident, injury, loss, or damage that may arise in connection with my participation in and attendance at the EVENTS. I assume all expenses related to any type of damage (personal or property), loss, death, illness or injury, to medical expenses and/or emergency resulting from my participation in the EVENTS;

8.) I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the *Released Parties* or others, and assume full responsibility for my participation. The *Released Parties* accept no responsibility for such EVENTS related risks. The *Released Parties* do not have medical training; if you have health or medical concerns, consult your doctor;

9.) I consent to the administration of first aid or other medical treatment in the EVENTS of injury or illness and hereby release and indemnify *Released Parties*, from any and all claims arising from such treatment;

10.) I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby fully and forever release, discharge, indemnify and hold harmless the *Released Parties* of and from any and all causes of action, lawsuits, losses, damages, injuries (including personal and bodily injuries, death and injury to property) howsoever caused (whether by the negligence or otherwise, foreseeable or not), claims, demands, sums, costs, expenses (including legal fees and disbursements), and any other liability of any kind, of or to me or any other person, directly or indirectly arising out of or in connection with the EVENTS, including, without limitation, my participation in the EVENTS;

11.) I agree not to initiate any lawsuit, court action or other legal proceeding against the *Released Parties*, nor join or assist in the prosecution of any claim for money damages, which anyone may have, on account of loss, damage, or injury sustained by me or others in connection with my participation in the EVENTS;

12.) I agree to hold harmless, indemnify and reimburse the *Released Parties* from and for any sums, costs, or expenses (including legal fees, and disbursements) incurred or suffered by any of the *Released Parties* or paid by them to any person (including me or my insurers) in connection with any accident, loss, damage, injuries, illness, howsoever occurring, whether by negligence or otherwise (including death), claims, demands, lawsuits, expenses, and any other liability of any kind, sustained by me or others in connection with my participation in the EVENTS. This means that I will reimburse the *Released Parties* if anyone makes a claim against them based on damages or injuries I suffer in connection with the EVENTS; I HAVE CAREFULLY READ THIS ENTIRE AGREEMENT AND ASSUMPTION OF INHERENT RISKS AND RELEASE OF RESPONSIBILITY, WITHOUT ANY TIME CONSTRAINTS BEING PLACED UPON ME, AND FULLY UNDERSTAND AND AGREE TO BE BOUND BY ALL ITS CONTENTS. I VOLUNTARILY SIGN THIS DOCUMENT WITHOUT ANY INDUCEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT AND FORM, I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS AND IT IS MY INTENTION TO DO SO FREELY AND WITHOUT COERCION

CONSENT FORM AND PERSONAL PHOTO RELEASE

I authorize MELBOURNE MUD MADNESS and affiliates and *Released Parties* (Organizers) to collect and use personal information on this form for the purpose of management and administration of the EVENTS. I authorize the Organizers to disclose such personal information to third parties, as may be required for this purpose, including to legal and insurance companies. The Organizers may also be required or permitted to disclose such personal information pursuant to relevant privacy laws or other laws.

I hereby grant and give perpetually to the Organizers exclusively, the irrevocable right (including, without limitation) all now and hereafter existing civil and/or common law, statutory and moral rights throughout the world and regardless of whether or not such rights are now known, to use my name, address, voice, photograph, image and/or likeness (Attributes) for any and all publicity purposes, commercial or otherwise, in any and all media without compensation or further notification including, without limitation, the perpetual and unlimited right to reproduce (by electrical transcription), tape, or other recording process, whether now known or hereafter developed, any materials produced by the Organizers incorporating the Attributes, and the complete and unencumbered right throughout the world, to exhibit, record, reproduce, broadcast, transmit, publish, sell, distribute, perform and use for any purpose, in any manner, by any means and in any medium, whether now known or hereafter developed, all or any part of the matter and things referred to in this paragraph. I acknowledge I will not have or claim to have any right, title or interest in or to any materials produced hereunder incorporating the Attributes.

This agreement supersedes any oral or written statements made by any of the *Released Parties* and Organizers, or me, in connection with the EVENTS. This agreement is governed by the laws of the Province of Ontario where the parties elect domicile in the judicial district of the organizer Melbourne Mud Madness operate to the benefit of the *Released Parties*, as well as their administrator, successors and assigns, and is binding on me and my heirs, successors, assigns, insurers and estate. If any portion of this agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue to be valid and enforceable.

BY SIGNING, I ACKNOWLEDGE HAVING READ, UNDERSTOOD AND AGREED TO THE TERMS AND CONDITIONS OF THIS AGREEMENT

Participant/Spectator Signature _____ Date _____ August 25, 2018 _____

SINCE THE CHILD/CHILDREN ARE UNDER THE AGE OF MAJORITY (18) WITHIN THE JURISDICTION OF RESIDENCE; I UNDERSIGNED, AS PARENT/LEGAL GUARDIAN OF A MINOR PARTICIPANT, RECOGNIZE AND CONSENT THAT THIS MINOR WILL BE BOUND BY THIS AGREEMENT.

Child/Children's Name: _____

Parent/Legal Guardian Signature _____ Date _____ August 25, 2018 _____

Parent/Legal Guardian Name if different from above (please print) _____

Witness Signature _____