



VOLUNTARY ASSUMPTION OF RISK, WAIVER OF LIABILITY, INDEMNITY AGREEMENT AND MEDIA WAIVER

Parties

Released Parties include PELHAM MUDFEST CHALLENGE and its affiliates and their respective directors, officers, employees, agents, contractors, insurers, spectators, equipment suppliers, and volunteers; 1602083 ONTARIO LIMITED operating as EDDY'S BISSELL'S HIDE AWAY and its directors, officers, employees, agents, contractors, insurers, equipment suppliers, and volunteers; all PELHAM MUDFEST CHALLENGE 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 parent, subsidiary or affiliate companies, licensees, officers, directors, partners, board members, supervisors, insurers, agents, equipment suppliers, and representatives of the foregoing.

Releasing Parties include: the participant and 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.

Voluntary Assumption of Inherent Risks

The PELHAM MUDFEST CHALLENGE event (hereafter called the **PMC Event**) is a hazardous activity that presents the ultimate physical and mental challenge to participants. The PMC Event is an extreme test of toughness, strength, stamina, camaraderie, and mental grit. It is not a race against other contestants, but a competition with oneself and the course. The object is to complete the course. Venues are part of the challenge and involve hostile environments that include extreme heat or cold, mud, extreme changes in elevation, weather and water. Some activities may include runs, military style obstacles, going through pipes, traversing cargo nets, climbing walls, swimming in cold water, throwing or carrying heavy objects and traversing muddy areas.

The PMC Event is an extreme test of my physical and mental limits that has inherent risks of physical injury. **Inherent risks** are risks that cannot be eliminated completely (without changing the challenging nature of the PMC event) regardless of the care and precautions taken by the **Released Parties**. I also understand that it is strenuous with the risks and dangers generally present in such activities. These hazards may be magnified because the PMC Event is often conducted under what may be extreme conditions and circumstances.

I UNDERSTAND AND ACKNOWLEDGE that **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, 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 pipes); 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 first aid and/or emergency measures; and 6) judgment- and/or behavior- related problems (e.g., erratic or inappropriate co-participant behavior, erratic or inappropriate behavior by the participant, errors in judgment by personnel working the event.

I FURTHER UNDERSTAND AND ACKNOWLEDGE

that 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. **Serious injuries** are less common, but do sometimes occur. They include, but are not limited to: property loss or damage, broken bones, torn ligaments, concussions, exposure, heat-related illness, mental stress or exhaustion, infection, and concussions. **Catastrophic injuries** are rare; yet participants should know of the possibility. These injuries can include permanent disabilities, head injuries, spinal injuries and paralysis, stroke, heart attack, and even death.

I also understand that I will consult with my personal physician before participating in the PMC event to ensure that such participation will pose no unusual risks to my health and well-being.

It is my responsibility to inspect the course, facilities, equipment, and areas to be used, and if I believe or learn any are unsafe or pose unreasonable risks, I agree to immediately notify 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.

Waiver of Liability for Ordinary Negligence

In consideration of being permitted to participate in the PMC Event, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, **I, on behalf of the Releasing Parties, forever waive, release, covenant not to sue, and discharge Pelham Mudfest Challenge and the other Released Parties from any claims resulting from the INHERENT RISKS of the PMC Event and the ORDINARY NEGLIGENCE of Pelham Mudfest Challenge or other Released Parties I may have arising out of my participation in the PMC Event.**

Waiver of Liability for Breach of Statutory Duty

In consideration of being permitted to participate in the PMC Event, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, I (on behalf of the Releasing Parties) forever waive, release, agree not to sue, and discharge Pelham Mudfest Challenge and the other Released Parties from any claims arising from any statutory duty of care, including any duty of care owed under the *Occupier's Liability Act*, R.S.O. 1990, O.2 by the Released Parties, and including the failure by the Released Parties to try to safeguard or protect me from the risks, dangers, and hazards of participating in the PMC Event.

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from the PMC Event participation. This includes injury during course inspection, observation, practice runs, the PMC Event, and while on the premises (including, but not limited to stands, sidewalks, parking areas, restrooms, and dressing facilities); and 2) any claims resulting from damage to, loss of, or theft of property.

Indemnification Agreement

In consideration of being permitted to participate in the PMC Event and for other good and valuable consideration, the receipt and sufficiency of which are

acknowledged, I agree to hold harmless, defend and indemnify Pelham Mudfest Challenge and the other Released Parties against: 1) Any claims made by me (or any Releasing Party) arising from injury or loss due to my participation in the PMC Event; and 2) Against any claims of co-participants, rescuers, and others arising from my conduct in my participation in the PMC Event. For the purposes, "claims" includes all actions and causes of action, claims, losses, costs, expenses and damages, including legal fees and related expenses. This indemnity shall survive the expiration or sooner termination of the PMC Event.

Personal Information: Collection, Use and Disclosure

By providing us your personal information to participate in one event as a participant, spectator or volunteer you agree and consent to the collection, use and disclosure of your personal information by Pelham Mudfest Challenge (and the other Released Parties) under applicable legislation.

This information is collected under all privacy legislation. If you have questions about the Privacy Policy or wish to access or correct the personal information you have provided Pelham Mudfest Challenge please contact our Privacy Officer at info@pelhammudfest.ca

Other Agreements

Waiver / Media Consent

I authorize PMC to use any images or video footage taken of myself, in whole or in part, individually or with other images and video footage, to be used for media including promotional presentations and marketing campaigns. I waive all rights to privacy and compensation, which I may have in such use of my name and likeness, including rights to written copy that may be created in video production, editing and promotion therewith.

Venue and Jurisdiction: I understand that if legal action is brought, the appropriate court for the Province of Ontario has the sole and exclusive jurisdiction and that only the substantive laws of the Province of Ontario shall apply.

Severability: I understand and agree this Assumption of Risk, Waiver of Liability, and Indemnification Agreement is **as broad and inclusive as permitted** by the laws of the Province of Ontario and that if any provision shall be found to be unlawful, void, or 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 this agreement supersedes any previous oral or written promises or agreements. **This is the entire Agreement** between me and Pelham Mudfest Challenge and **cannot be modified or changed** by representations or statements by any agent or employee of Pelham Mudfest Challenge. This Agreement may only be amended by a written document duly executed by all parties.

Mediation and Arbitration: If a legal issue occurs, I agree to engage in good faith efforts to mediate any dispute that might arise prior to commencing legal action. Any agreement reached will be formalized by a written contractual agreement .

Agreements for the Protection of Participants:

I represent and warrant I am **in good health** and in proper physical condition to safely participate in the PMC Event. I certify that I have **no known or knowable physical or mental conditions** that would affect my ability to safely participate in the PMC Event, or that would cause my participation creating a risk of danger to myself or to others. Pelham Mudfest Challenge recommends and **encourages each participant 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. It is my responsibility to continuously **monitor my own physical and mental condition during the Course**, and I agree to withdraw immediately and to notify personnel if at any point my continued participation would create a risk of danger to myself or to others. I represent and warrant I am covered by **medical insurance**.

If an injury occurs that renders me unconscious or incapable of making a medical decision, I **authorize Pelham Mudfest Challenge 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 Pelham Mudfest Challenge to **secure emergency medical care or transportation** (i.e., EMS) when deemed necessary by Pelham Mudfest Challenge personnel and/or emergency medical personnel at the event.

I agree to **assume all costs** of emergency medical care and transportation. I acknowledge that Pelham Mudfest Challenge has instituted its **rules** for protecting the participant and co-participants. I agree to familiarize myself with those rules and follow them throughout the PMC Event. I also recognize the authority of Pelham Mudfest Challenge to halt my participation (and 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 **Voluntary Assumption of Risk, Waiver of Liability, Indemnification Agreement and Media Release** and I understand its terms. I am **giving up substantial rights, including my right to sue**. I further acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability due to **ORDINARY NEGLIGENCE** or breach of any statutory duty of Pelham Mudfest Challenge and other Released Parties or the **INHERENT RISKS** of the activity, to the greatest extent allowed by law in the Province of Ontario.

PARENT/GUARDIAN: Yes / No

Signature: _____

Print Name: _____

Date: _____

Witness: _____

Participant's Date of Birth _____

Note: All participants must be at least 13 years of age on the day of the event (born **before May 7, 2004**). The signature of a Parent/Guardian is required for participants born **after May 6, 1999**. Where a parent or guardian signs this document they acknowledge that the singular means both the participant and parent or guardian in the plural.