

## PHC Mud Assault Participant Waiver

PARTICIPANTS AND PARENTS/GUARDIANS OF MINORS: READ THIS DOCUMENT CAREFULLY BEFORE INITIALING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

MINORS AGED UNDER 14: YOU MAY ONLY PARTICIPATE IN THE MUD ASSAULT EVENT IF YOU ARE ACCOMPANIED BY YOUR PARENT OR LEGAL GUARDIAN / AN ADULT AGED 18 OR OVER AND YOUR PARENT OR LEGAL GUARDIAN'S HAS INITIALED THIS AGREEMENT.

PARENTS/LEGAL GUARDIANS: IF YOU ARE THE PARENT OR LEGAL GUARDIAN OF A MINOR, THEN BY INITIALING THIS AGREEMENT YOU ARE CONSENTING TO THE TERMS OF THIS AGREEMENT AND YOU ARE AGREEING TO THE MINOR'S PARTICIPATION IN THE MUD ASSAULT EVENT UNDER YOUR / AN ACCOMPANYING ADULT'S DIRECT SUPERVISION.

### Definitions and Interpretation

"Agreement" means this Assumption of Risk, Limitation of Liability and Indemnity Agreement for Participants Aged 16 or Over;

"Claim(s)" means all claims and actions for losses, costs, expenses and damages, including legal fees and related expenses;

"I /me/my/Participant" is you, who will be a participant in the PHC event and who is either aged 16 or over or is a Minor, and who has initialed this Agreement below;

"Inherent Risks" are described below in the paragraph headed "Assumption of Inherent Risks";

"Minor" means the Participant in the PHC event who has initialed this Agreement and who is aged 11 to 15 on the date of their initialing of this Agreement;

"Parent/Guardian" means the Minor's parent or legal guardian who has initialed this Agreement and is named below;

"Released Parties" are together PHC and its affiliates and its and their respective directors, officers, employees, agents, contractors, insurers, equipment suppliers, spectators, other participants and volunteers; the Venue owner and its directors, officers, employees, agents, contractors, insurers, equipment suppliers, and volunteers; all PHC event sponsors, organisers, 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, subsidiary or affiliate companies, licensees, officers, directors, partners, board members, supervisors, insurers, agents, equipment suppliers, and representatives of any of the foregoing;

"Releasing Parties" are together my and Parent/Guardian's spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else bringing a Claim against PHC or the Released Parties on my behalf;

"Rules" means all of the rules contained in this Agreement together with all of the health and safety, course and access rules and regulations provided to me or posted at the Venue and on the website [www.princesshelenacollege.co.uk](http://www.princesshelenacollege.co.uk) (as displayed on the date that I initial this Agreement);

"Venue" means the property on which the MA event takes place.

Paragraph headings shall not affect the interpretation of this Agreement. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular. References to Parent/Guardian throughout this Agreement are only applicable if the Participant is a Minor.

Assumption of Inherent Risks: The Mud Assault event (hereafter referred to as the "MA event") is meant to be an extreme test of toughness, strength, stamina, camaraderie, and mental grit that takes place in one place in one day. It is not a race against other contestants, but rather a competition with oneself and the course. The object is to complete the course. The Venue is part of the challenge and the MA event will usually be held in hostile environments that might include extreme heat or cold, snow, fire, mud, extreme changes in elevation and water. Some of the activities include runs, military style obstacles, going through pipes, traversing cargo nets, climbing walls, encountering electric voltage, swimming in cold water, throwing or carrying or getting hit with heavy objects, and traversing muddy areas. In summary, the MA event is a hazardous activity that presents the ultimate physical and mental challenge to participants. I and Parent/Guardian acknowledge that the MA event is an extreme test of my physical and mental limits that carries with it inherent risks of physical injury. Inherent risks are risks that cannot be eliminated completely (without changing the

challenging nature of the MA event) regardless of the care, measures and precautions taken by MA and are further described below ("Inherent Risks"). I and Parent/Guardian also understand that the MA event is an extremely strenuous event and that there are risks and dangers generally in taking part in such activities. I and Parent/Guardian understand that these hazards may be magnified due to the fact that the MA event is often conducted under what may be extreme conditions and circumstances.

I and Parent/Guardian understand and acknowledge that the Inherent Risks include, but are not limited to: 1) my contact or collision with other persons or objects (e.g. with spectators or course personnel, other participants, motor vehicles, machinery, or natural or man-made fixed objects or obstacles); 2) my encounter with MA event obstacles (e.g. natural and man-made water, road and surface obstacles, close proximity and/or contact with thick smoke and open flames, barbed wire, pipes, and electric shocks); 3) extremely challenging course conditions; 4) weather-related hazards (e.g. extreme heat, extreme cold, humidity, ice, rain, fog); 5) judgment and/or behaviour related problems by me during the event; 6) erratic or inappropriate behaviour by other participants and/or spectators; and 7) natural hazards (e.g. uneven terrain, rock falls, lightning strikes, earthquakes, wildlife attacks, contact with poisonous plants, marine life and/or ticks). MA will use reasonable care and skill to run the MA event and provide a Venue that is fit and suitable for the MA event taking into account the nature of the Inherent Risks.

I and Parent/Guardian further understand and acknowledge that any of the Inherent Risks and other risks, not specifically named, may cause injury or injuries that may be categorised as minor, serious, or catastrophic.

Minor injuries are common and include, but are not limited to: scrapes, bruises, cuts, grazes, abrasions, sprains, strains, muscle tension and soreness, dizziness, fainting, nausea, sunburn and electrolyte imbalance.

Serious injuries are less common, but do sometimes occur. They include, but are not limited to, property loss or damage, broken bones, fractures, dislocations, torn ligaments and tendons, exposure, dehydration, heat exhaustion and other heat-related illnesses, hyperthermia, hypothermia, mental stress or exhaustion, infection, vomiting, , concussion, loss of consciousness, seizures, electric shock and/or injury and neurological disorders/pain.

Catastrophic injuries are rare; however, we feel that our participants should be aware of the possibility. These injuries can include, but are not limited to, permanent disabilities, stroke, single or multiple organ failure or dysfunction, physical damage to organs, spinal injuries, paralysis, heart attack, heart failure, brain swelling, and even death.

I and Parent/Guardian understand that it is my and Parent/Guardian's responsibility to consult with my doctor ("GP") prior to participating in the MA event to ensure that I am fit and well enough to take part and that my participation will not pose any unusual or serious risks to my health and well-being.

If I or Parent/Guardian believe or become aware that any aspects of the MA event course, facilities or equipment are unsafe or pose unreasonable risks, I and Parent/Guardian agree to immediately notify appropriate MAL and/or Venue personnel. I and Parent/Guardian accept that I am fully and solely responsible for the condition and adequacy all of my own equipment that I bring to the Venue.

I and Parent/Guardian understand fully the Inherent Risks involved in the MA event and I assert that I am willingly and voluntarily participating in the MA event and Parent/Guardian asserts that he/she is willingly and voluntarily permitting his/her Minor's participation in the MA event. I and Parent/Guardian have read the preceding paragraphs and acknowledge that:

- 1) I and Parent/Guardian understand the nature of the MA event;
- 2) I and Parent/Guardian understand the demands of the activities at the MA event relative to my physical condition;
- 3) I and Parent/Guardian appreciate the potential impact of the types of injuries that may result from my participation in the MA event;
- 4) I and Parent/Guardian hereby confirm that I and Parent/Guardian each knowingly assume all of the Inherent Risks of the MA event; and
- 5) I and Parent/Guardian understand that MAL recommends that I and Parent/Guardian check that I have health insurance to cover any injuries I may suffer as a result of participating in the MA event.

Limitation of Liability: I and Parent/Guardian hereby forever waive, release, covenant not to Claim, and discharge MAL and the other Released Parties from any and all Claims arising out of my participation in the MA event:

1) resulting from the Inherent Risks e.g. for personal injury (including death) including injury caused during practice runs, the MA event, and while at the Venue location (including, but not limited to the base area, stands, pavements, parking areas, sponsor promotions, toilet facilities and dressing facilities); and/or

2) resulting from damage to, loss of, or theft of my property during the MA event;

EXCEPT THAT nothing in this Agreement shall limit or exclude either MAL or the Released Parties' liability for: (i) death or personal injury resulting from its negligence; (ii) breach of statutory duty; (ii) criminal acts; (iii) fraud; (iv) or any liability that cannot be excluded under applicable law.

Indemnity: I and Parent/Guardian hereby agree to reimburse MAL and the other Released Parties in respect of: 1) any and all Claims made by any Releasing Party arising out of my participation in the MA event resulting from the Inherent Risks e.g. for personal injury, including death, (including injury caused during practice runs and while at the Venue) and/or from damage to, loss of, or theft of my property during the MA event; and 2) any and all Claims of other participants, rescuers, and others arising from my failure to comply with the Rules and/or my reckless conduct in the course of my participation in the MA event;

EXCEPT FOR Claims arising from either MA or the Released Parties' liability for: (i) death or personal injury resulting from its negligence; (ii) breach of statutory duty; (ii) criminal acts; (iii) fraud; (iv) or any liability that cannot be excluded under applicable law.

The Limitation of Liability and Indemnity provisions in this Agreement shall survive the end of the MA event.

Venue and Jurisdiction: I and Parent/Guardian understand that if legal action is brought in connection with this Agreement or its subject matter, the courts of England and Wales shall have the sole and exclusive jurisdiction over the action and that only the substantive laws of England and Wales shall apply.

Severability: I and Parent/Guardian understand and agree that this Agreement is intended to be as broad and inclusive as is permitted by laws of England and Wales and that if any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, unlawful, void, or for any reason unenforceable, then that provision or part-provision shall, to the extent required, be deemed to be deleted from this Agreement, and the validity and enforceability of any remaining provisions of this Agreement shall not be affected.

Entire Agreement: This Agreement supersedes any and all previous oral or written promises or agreements. I and Parent/Guardian each understand that this is the entire Agreement between me and MAL relating to its subject matter, and cannot be modified or changed in any way by representations or statements by any agent or employee of MAL. I and Parent/Guardian each agree that this Agreement may only be amended by a written document duly executed by MAL on giving me at least 30 days written notice prior to the date of the MA event. If I and Parent/Guardian do not agree to the amended terms of this Agreement I and Parent/Guardian must let MAL know in writing at least 7 days before the date of the MA event ("Refusal") and I and Parent/Guardian acknowledge that I shall not be permitted to take part in the MA event. In these circumstances the entry fee that I have paid shall be refunded to me within 30 days of the date of my Refusal. If I and Parent/Guardian do not send MAL a Refusal I and Parent/Guardian shall be deemed to have accepted the amended terms of this Agreement. For the purpose of this provision a reference to "writing" includes email.

Agreements for the Protection of Participants

- I and Parent/Guardian confirm that I am in good health and in proper physical condition to safely participate in the MA event. I and Parent/Guardian confirm that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in the MA event, or that would result in my participation creating a risk of danger to myself or to others.
- I and Parent/Guardian acknowledge that MAL recommends and encourages that I obtain medical clearance from my GP prior to my participation in the MA event. I and Parent/Guardian confirm that neither I nor Parent/Guardian have been cautioned against me participating in the MA event by any medical practitioner.
- I and Parent/Guardian understand it is my responsibility to continuously monitor my own physical and mental condition during the MA event, and I and Parent/Guardian each agree to withdraw me immediately and to notify appropriate MA personnel if my continued participation would create a risk

of danger to myself or to others.

- In the event of an injury to me that renders me unconscious or incapable of making a medical decision, I and Parent/Guardian authorise appropriate MA personnel and emergency medical personnel at the MA event to make emergency medical decisions on my behalf (including, but not limited to CPR and use of an Automated External Defibrillator). I and Parent/Guardian authorise MA to secure emergency medical care or transportation for me when deemed necessary by MA.

- I and Parent/Guardian acknowledge that MAL has instituted its rules for the protection of everyone attending the MA event including its participants. I agree to familiarise myself with all Rules and to follow them throughout the MA event. Parent/Guardian agrees to also familiarise his / herself with the Rules and ensure that the Minor is familiar with such Rules and will follow them throughout the MA event. I and Parent/Guardian agree that MAL may stop or prevent my participation in the MA event (and, if necessary, have me removed from the Venue) if my participation, conduct, or presence endangers me or any other person present at the MA event.

Removal from MA event or Venue: I and Parent/Guardian acknowledge that MAL personnel and/or Venue personnel may prohibit or stop anyone from taking part in the MA event and/or immediately remove anyone from the Venue if they believe such person has disobeyed any applicable Rules, directions, instructions, decisions, or laws; or whose behaviour endangers safety or negatively affects that person, any other person, facility, or property of any type or kind.

Alcohol & Drugs: I agree and Parent/Guardian agrees to ensure that: 1) I will not be under the influence of alcohol or any non-prescription drugs during my participation in the obstacle course at the MA event; and 2) I shall not consume alcohol excessively or be under the influence of any illegal drugs at the after party on the day of the MA event.

Data Protection and Marketing: I and Parent/Guardian agree that: 1) in the case of an emergency MA and/or Venue personnel may use the emergency contact details I provided when I registered for the MA event; 2) should I receive medical assistance at the MA event, data collected on an accident form will be held on MAL's database and shall be handled in accordance with the terms of the Data Protection Act 1998 (as amended from time to time); and 3: By giving MAL my personal information, I and Parent/Guardian expressly consent to MA's collection, use and disclosure of my personal information as described in MA's privacy policy.

When I submit personal information to MA, MA may use it to contact me, and MA may provide it to certain third parties for marketing or promotional purposes.

Specific Rules: I acknowledge and agree that on the day of the MA event: 1) I shall not urinate or defecate outside of designated areas at the Venue; 2) I shall not use any wheeled equipment during my participation in the obstacle course at the MA event; and 3) I shall not wear any clothing or use any props or equipment that may pose a risk to myself, other participants, spectators or personnel.

Photography: I and Parent/Guardian understand that any and all photographs, motion pictures, recordings, and/or likenesses of me captured during the MA event by MA, its affiliated entities or contractors, and/or the media ("Relevant Other Parties") become the sole property of MA and/or the Relevant Other Parties (as applicable). I and Parent/Guardian acknowledge that such photographs, motion pictures, recordings, and/or likenesses of me may be edited, disseminated, adapted, modified, copied, used and/or exploited in whole or in part in all media and formats throughout the world in perpetuity for any legitimate commercial or non-commercial purpose, including but not limited to promoting, advertising and marketing MA and events held by MA, without prior notice or compensation. I and Parent/Guardian further understand that MAL and the Relevant Other Parties have the full right to sell and/or profit from the commercial use of such photographs, motion pictures, recordings, and/or likenesses of me. I and Parent/Guardian also grant MA the permission to use my name in connection with its legitimate commercial and non-commercial purposes including but not limited to promoting, advertising, and marketing MA and events held by MA without prior notice or compensation.

Rules: I and Parent/Guardian agree that my participation in the MA event is subject to my compliance with: 1) the terms of this Agreement; 2) the Rules; 3) all directions, instructions and decisions of MA and Venue Personnel on the day of the MA event.

Age: I and Parent/Guardian confirm that I am aged 16 or over on the date that I am initialling this Agreement.

Participant's Agreement Acknowledgment of Understanding: I have read this Agreement and fully understand its terms. I understand that I am limiting my rights, including my right to sue. I further

acknowledge that I am initialing this Agreement freely and voluntarily.

IF THE PARTICIPANT IS A MINOR THEN THEIR PARENT OR GUARDIAN MUST ALSO INITIAL THIS AGREEMENT.

Parent/Guardian's Agreement and Acknowledgment of Understanding: I confirm that I am the parent or legal guardian of the above named participating Minor and that I have read this Agreement and fully understand its terms. I understand that by initialing this Agreement I am limiting my rights, including my right to sue. I further acknowledge that I am initialing this Agreement freely and voluntarily. I confirm that either I or an adult aged 18 or over will accompany the Minor if the Minor is participating in the MA event.

Refund: Refunds: I acknowledge that the MA event fee and associated costs (including optional product purchases, spectator tickets, and donations) are non-refundable, including in circumstances where I am unable to attend due to illness or injury or a scheduling conflict.

Photographs: I agree to any photographs being taken and used for marketing purposes.