

Warrior Dash* Waiver and Release of Claims, Assumption of Risk and Warning of Risk

*Warrior Dash is a trademark of Red Frog Events, LLC

Please initial on each line after reading:

- 1. I understand that entering Warrior Dash is a hazardous activity.
- 2. I understand that Warrior Dash presents extreme obstacles including, but not limited to: fire, mud pits with barbed wire, cargo climbs, junk cars, and steep hills.
- 3. I agree not to participate unless I am medically able.
- 4. I agree not to consume alcohol prior to Warrior Dash or ingest any medicines or substances that will inhibit my mental or physical ability to safely and effectively participate in the Warrior Dash.
- 5. I agree to abide by any decision of a race official relative to my ability to safely compete in the race.
- 6. I agree to obey all civil and criminal laws at all times.
- 7. I assume all risks associated with competing in Warrior Dash including, but not limited to: falls, contact with other participants, negligent or wanton acts of other participants, completing all obstacles, any defects or conditions of premises, and the effects of weather including high heat and/or humidity, all such risks being known and appreciated by me.
- 8. I agree that Red Frog Events is not responsible for any personal items or property that is lost or stolen at Warrior Dash.
- 9. I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me as medical professionals may deem appropriate. This Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency.
- 10. I agree to and will abide by Warrior Dash requirements that no pets, wheeled baby conveyances, or other wheeled means of conveyance are permitted specifically within the race obstacle course.
- 11. I hereby assign all rights, title, and interest in any and all photographs, motion pictures, recordings, or other records of Warrior Dash I may take or capture to Red Frog Events, LLC. Red Frog Events, LLC hereby grants to me a limited, non-exclusive, perpetual right and license to use, for non-commercial purposes only, any and all photographs, motion pictures, recordings, or other records of Warrior Dash I may take or capture.
- 12. I agree that all entry fee payments are final and non-refundable.
- 13. I agree that the official Warrior Dash race directors reserve the right to cancel Warrior Dash in the event of accidents, labor disputes, acts of war or terrorism, military or armed conflicts, insurrections, rebellions, riots, explosions, lightning, earthquakes, fires, storms and floods, or, if in the discretion of Red Frog Events, LLC, any such acts or causes which require cancellation of the event for safety or security reasons, or, if Red Frog Events, LLC cancels the event for any other reason pursuant to 48 hour written notice. In the event of such cancellation, there will be no refund of my registration fee.
- 14. I understand and agree that I am expected to exhibit appropriate behavior at all times and to obey all laws. This includes, generally, respect for all people, equipment, and facilities. Red Frog Events, LLC may dismiss me, without refund, should my behavior endanger the safety of or negatively affect a race, person, facility, or property of any kind.
- 15. I understand, agree, and accept that some of the obstacles may go through water that has not been tested for chemicals, disease, or any contamination whatsoever.
- 16. I understand that the Warrior Dash course may contain wild animals, insects, and plants, and I assume the risk of participating in Warrior Dash by and among the Warrior Dash course's contents.
- 17. I agree not to dive into or enter the mud pit head first.
- 18. I attest that, if I am pregnant, disabled in any way, or have recently suffered an illness, injury, or impairment, I should have or did consult a physician before participating in Warrior Dash.
- 19. (Please Check One) I am at least 18 years old, OR I am at least 14 years old and my Parent/Guardian has reviewed this waiver and consented to its terms.

****DISCLAIMER****

When registering online, my online signature shall substitute for and have the same legal effect as an original form signature. I understand that my PARTICIPATION WILL BE DENIED if the signature of an adult participant or parent/guardian and date are not signed at the time and place of the race. I understand that Red Frog Events, LLC is committed to conducting its race and activities in a safe manner and holds the safety of participants in high regard. I understand that Red Frog Events, LLC continually strives to reduce such risks and insists that all participants follow safety rules and instructions that are designed to protect the participants' safety. I also understand, however, that participants and parents/guardians of minors registering for the race, programs, and activities must recognize that there is an inherent risk of injury when choosing to participate in recreational activities and programs. I am solely responsible for determining if I or my minor child/ward is physically fit and/or skilled for the race or activities contemplated by this agreement.

****WAIVER & RELEASE OF ALL CLAIMS; ASSUMPTION OF RISK****

I recognize and acknowledge that there are certain risks of physical injury to participants in Warrior Dash, and I voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that I (or my child) may sustain as a result of said participation. I hereby give my approval of my (or my child's) participation in Warrior Dash and its activities. I assume all risks and hazards incidental to such participation in Warrior Dash, and I hereby waive, release, absolve, indemnify, and agree to hold harmless Red Frog Events, LLC, its officers, heirs, assigns, administrators, representatives and executors, firms, corporations, business, past and present employees, owners, agents, shareholders, volunteers, supervisors, participants, all city county, and state governments, and all sponsors, their representatives and successors, and other persons, for any claim arising out of an injury to me (or my child) and from any and all claims, causes of action, obligations, lawsuits, charges, complaints, contracts, controversies, covenants, agreements, promises, damages, costs, expenses, responsibilities, of whatsoever kind, nature, or description, 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 child's) participation in Warrior Dash.

I acknowledge that I have carefully analyzed, accepted, and agreed to the terms of this Release and Liability Waiver, know and understand their contents, and sign on my own free act and deed.

I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims.

First and Last Name (Printed)

Name (Signed)

Date

ONLY COMPLETE BELOW SECTION IF YOU ARE A PARENT OR GUARDIAN OF A PARTICIPANT UNDER THE AGE OF 18:

I, the parent or guardian of the above named participant, hereby give my approval to this child's participation in the race and its activities. I assume all risks and hazards incidental to such participation in Warrior Dash, and I hereby waive, release, absolve, indemnify, and agree to hold harmless Red Frog Events, LLC, its officers, heirs, assigns, administrators, personal representatives and executors, firms, corporations, businesses, and past and present employees, owners, agents, shareholders, volunteers, administrators, sponsors, supervisors, participants, all city, county, and state governments, and all sponsors, their representatives and successors and others persons, for any claim arising or of an injury to my/our child and from any and all claims, causes of actions, obligations, lawsuits, charges, complaints, contracts, controversies, covenants, agreements, promises, damages, costs, expenses, responsibilities, of whatsoever kind, nature or description, whether, direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, from all claims or liabilities of any kind arising out of or connected with my child(ren)'s participation in this event. I consent to the foregoing and grant permission for him/her to participate in Warrior Dash. I acknowledge I have carefully read, accepted and agreed to the terms on this Release and Liability waiver, and know and understand their contents and I sign the same on my own free act and deed.

Child's First & Last Name (Printed)

Parent/Guardian First & Last Name (Printed)

Parent/Guardian First & Last Name (Signed)

Date