

UNBRIDLED MUD TRIALS WAIVER AND RELEASE OF CLAIMS, ASSUMPTION OF RISK AND CONSENT TO MEDICAL TREATMENT

PLEASE READ THIS DOCUMENT ("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 REPRESENTATIVE, ASSIGNS, HEIRS AND NEXT OF KIN) ACKNOWLEDGE, AGREE AND REPRESENT THAT YOU HAVE CAREFULLY AND FULLY UNDERSTOOD THE WAIVER AND AGREED TO ITS TERMS.

The Waiver must be carefully read and signed in consideration of being permitted to enter (for any purpose) Unbridled Mud Trials ("Event") and associated property ("Premises"). As used herein, the term "Releasees" is defined to include the following (i) Unbridled Mud Trials, Island 22, its subsidiaries, members, managers, directors, officers, past and present employees, agents representatives, successors and assigns; (ii) the Premises owner, City of Chilliwack, FVRD. (iii) any Event volunteers, and (iv) event sponsors, sponsor's affiliates and contractors and their respective employees.

- ___1. I expressly acknowledge and agree that the activities of the Event involve the risk of serious injury and/or death and /or property damage.
- ___2. I understand that the Event is an inherently dangerous activity that presents extreme obstacles, including but not limited to, mud pits, cargo nets, heights, climbing, jumping into water or mud, water crossings, steep hills and/or uneven terrain.
- ___3. I am fully aware of the risks and hazards inherent in participating in the Event and I voluntarily, knowingly and freely assume all risks associated with 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 Event attendees, staff or volunteers), falls, injuries, illnesses, infections, contact with others (including Event attendees, staff or volunteers), navigating any and all obstacles, premises defects and the effects of weather, including but not limited to, heat and/or humidity.
- ___4. I represent and warrant to Releasees that I am in good physical condition, am able to safely participate in the Event and have no medical condition that would make my participation in the Event more hazardous.
- ___5. I understand, agree and accept that some of the obstacles may go through water that has not been treated for chemical, disease or contamination.
- ___6. I understand that the Event course may contain wild animals, insects and plants.
- ___7. 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.
- ___8. 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.
- ___9. I understand that it is my responsibility to obtain any insurance needed to cover personal injury or death and any liability I might incur to other Event participants.
- ___10. I consent to medical care and transportation in order to obtain treatment in the event of injury to me as Island 22, volunteers or medical professionals may deem appropriate and understand that the Waiver extends to any liability arising out of or in any way connected with such medical treatment or transportation.
- ___11. I agree to observe and obey all posted rules and warnings, to follow any instructions or directions given by Island 22 through its employees, representative or agents and to abide by any decision of any Event official relative to my ability to safely participate in or attend the Event.
- ___12. I understand and agree that I am expected to exhibit appropriate behaviour at all times while at the Event or on the Premises and to obey all local, provincial and federal civil and criminal laws. This includes, generally, respect for other people, equipment, facilities or property. Island 22 may dismiss me, without refund, should my behaviour endanger the safety of or negatively affect the Event, Premises or any person, facility or property. I also agree to indemnify the Releasees from any and all third party claims caused in whole or in part by my negligent or intentional acts or omissions.
- ___13. I agree not to consume alcohol prior to the Event or use any medication or substance that will inhibit my mental or physical ability to safely participate in the Event.
- ___14. 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.
- ___15. I consent to the use of my image in photographs, motion pictures or recordings taken at the Event for use in Event advertising, marketing or promotion.
- ___16. I grant full permission to Releasees as described above, to use photographs and images for any legitimate purpose in perpetuity and I understand that I shall not be entitled to any compensation therefore.
- ___17. I understand and agree that I may not bring weapons, fireworks, alcohol or illegal substances to the Event or the Premises.
- ___18. I understand and agree that all ticket purchases are final and non-refundable.
- ___19. I understand and agree that Island 22 reserves the right to cancel the Event in the event of weather (including, but not limited to, heat, earthquakes, fires, storms, lightning and floods), 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 ticket purchase.
- ___20. I recognise and acknowledge that there are hazards and risks of physical injury or property damage, regardless of severity, that I (or my child/ward) may sustain as a result of my (their) participation in the Event, whether or not caused by the active or passive negligence of the Releasees.
- ___21. I indemnify and hold harmless the Releasees from any loss, liability, damage or cost they may incur while I am at the Event or on the Premises, whether or not caused by the active or passive negligence of the Releasees.
- ___22. I release, waive, discharge and covenant not to sue the Releasees from all liability to me, my personal representative, assigns, heirs and next of kin, for any claims, causes of action, obligations, lawsuits, charges complaints, controversies, damages, costs or expenses of whatsoever kind, nature or description, whether indirect 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/ward's) participation in the Event or while on the Premises, whether or not caused by the active or passive negligence of the Releasees.
- ___23. I expressly agree that this Waiver is intended to be as broad and inclusive as permitted by BC Law, and that if any portion is held invalid, the balance shall continue in full legal force and effect.
- ___24. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation.
- ___25. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual and /or significant hazard during my presence or participation, I will remove myself from participation and bring such hazard to the attention of the nearest official or volunteer.

I UNDERSTAND THAT THE EVENT IS AN EXTREME TEST OF MY PHYSICAL AND MENTAL LIMITS. I HAVE READ THIS DOCUMENT 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 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 PARTICIPATION IN THE EVENT.

Signature _____ Printed Name: _____ Date _____

Emergency Contact Information. Name _____ Phone _____

MINORS: IF UNDER 18 (MUST BE 6 OR OLDER TO ENTER THIS EVENT) SIGNATURE OF PARENT OR GUARDIAN (Required)

Participant _____ Age at event _____

I, the parent or guardian of the above-named participant (minor) give my approval for Minor's participation in the Event, represent that the Minor is in good physical condition and acknowledge 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)

Signature _____

Printed Name: _____

Relationship to Minor _____

Date _____

KIDS WAVE (AGES 6 – 11)

I, the parent or guardian of the above named participant will be accompanying this Minor in the event. I agree that I will NOT touch or enter any of the obstacles on the course. I agree that I may run alongside the course and will not obstruct or interfere with any other participant on the course. I will obey the instructions of the course and any person involved with the operation of this event. I accept the terms of the adult waiver even though I am not entering the race as a participant.

Signature _____

Date _____