

# EVENT WAIVER

## PARTICIPANT WAIVER, RELEASE OF LIABILITY COVENANT NOT TO SUE & IMAGE RELEASE

In consideration of being allowed to participate in any way in the above referenced Mud-7 competition(s), race(s), related events (the "Event") and/or activities, I, the undersigned, acknowledge, appreciate, and agree that:

1. The Event represents a high-risk and extreme activity of which I accept the risks related to its participation
2. The term "**Organizers**" herein means, collectively or not, **Mud-7** and their officers, directors, representatives, officials, principals, agents and/or employees, subsidiaries, and/or assigns, as well as their independent contractors, sponsoring agencies, sponsors, advertisers, volunteers, and if applicable, owners and lessors of the premises used to conduct the Event.
3. I acknowledge that an excellent physical condition is required in order to participate in the Event. Thereby, I acknowledge it is my sole responsibility not to participate or cease any participation in the Event if I suffer, before or during my participation in the Event of any discomfort or sickness whatsoever for any reason whatsoever. Without any limitation, I acknowledge that it is strongly not recommended and reckless to participate in the Event if I suffered or suffer of any condition, illness or health issues related to: (i) cardiovascular; (ii) pulmonary; (iii) articular; (iv) cerebral; (v) diabetic related or (vi) hematologic.
4. I acknowledge that my participation in the Event represents risks of injury and/or death and that the activities involved in the Event can cause, without limitation, the following: (i) drowning; (ii) near-drowning; (iii) sprains; (iv) strains; (v) fractures; (vi) lesion such caused by fire or heat and cold injuries; (vii) over-use syndrome; (viii) Injuries involving motored or non-motored vehicles; (ix) animal bites and/or stings; (x) contact with poisonous plants; (xi) accidents involving, but not limited to paddling, climbing, biking, hiking, skiing, snow shoeing, travel by boat, truck, car, or other convenience;(xii) heart attack and (xiii) the potential for permanent paralysis and/or death.
5. I certify that I am eighteen (18) years old or over. In the event whereby the participant is a minor, I confirm, as his parent and/or legal guardian, that the minor participant meets the age criterions required by the Organizers to participate in the Event and commit herein.
6. I accept freely and voluntarily all risks, known or unknown, inherent to my participation in the Event.
7. I consent to administration of first aid and other medical treatment in the event of injury or illness during the Event and hereby release the Organizers from any liability or claim arising out of such treatment.
8. The Organizers have the right, at their sole discretion, to report, cancel or modify the Event because of weather, "force majeure" or any other reason, without any reimbursement. The Organizers may refuse access in the Event or exclude from the Event, at their sole discretion and for any reasonable motive, any participant in the Event, without any reimbursement.
9. I accept and authorize the Organizers to use, copy and/or broadcast all over the world my image, on any support whatsoever (ex.: pictures, videos, films, or any other), taken during my participation in the event for any reasonable motive such as, without limitation, advertising or promotion, without any time limit and without any compensation. Thereby, I assign all my rights in my image taken during the Event.
10. I agree to be contacted via email by Modderig Ltd, Newco Media Ltd and Mudnificent 7 partner events.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.