

SPARTAN RACE, INC. & PEAK.COM, INC.

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

Date:

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

1. The risk of injury and/or death from the activities involved in the Spartan Race and its related events is significant including, but not limited to the following: (i) drowning; (ii) near-drowning; (iii) sprains; (iv) strains; (v) fractures; (vi) heat and cold injuries; (vii) over-use syndrome; (viii) injuries involving 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; and (xii) the potential for permanent paralysis and/or death. While particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist;

2. 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;

3. 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;

4. I, for myself and on behalf of my heirs, assigns, personal representatives and/or next of kin, forever WAIVE, RELEASE, DISCHARGE and COVENANT NOT TO SUE Peak.com, Inc., Spartan Race, INC., Joe Desena, and their officers, directors, representatives, officials, 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 (collectively, the "Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, and/or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. I further agree to indemnify, defend and hold harmless Releasees from any loss, liability, cost, claim or damages arising from my participation in or association with activities and events organized and sponsored by the Spartan Race, INC. and/or Peak.com, Inc. or connected with the Events.

5. I attest and verify that I am free from all illnesses, injuries and defects and that I am physically fit and sufficiently trained to participate in all activities associated with the Events. My participation in activities and events organized or sponsored by Spartan Race, LLC and Peak.com, Inc. is entirely voluntary.

6. I consent to administration of first aid and other medical treatment in the event of injury or illness and hereby release and indemnify Releasees from any and all liability or claims arising out of such treatment.

7. The Releasees reserve the right, in its sole determination, to postpone, cancel, or modify the event due to weather conditions or other factors beyond the control of the Releasees that might affect the health and/or safety of the participants. No refunds will be granted.

8. I grant full permission to Releasees, as described above, to use photographs, images, videotapes, motion pictures, recordings, or any other record of the activities of the Events for any legitimate purpose in perpetuity and I understand that I shall not be entitled to any compensation therefore.

9. I hereby grant permission gratis to the Releasees to film, videotape and record gratis the performance of the above named participant (referred to herein as "I", "me", "my") as it relates to the Event and subsequently to telecast and otherwise utilize the same gratis in whatever manner Releasees shall deem appropriate. Such permission shall include the unlimited right to appropriate use gratis by Releasees of my name, nickname, image, likeness, voice, photograph, signature facsimile, and biographical information in connection with the Event. I acknowledge that Releasees and their representatives shall have the unlimited right throughout the universe to copyright, use, reuse, publish, republish, broadcast and otherwise distribute all or any portion of the Event in which I may appear on any and all radio, network, cable and local television programs and in any print materials and in any other format or media (including electronic media) now know or hereinafter devised in perpetuity without compensation. In consideration and in return for being allowed to participate in the Event, I release and agree not to sue the Releasees from all present and future claims regarding my participation in the Events that may be made by me, my family, estate heirs, or assigns.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Last Name (typed or printed legibly)	First Name	Middle Initial

Full Name (signature)	Date

EMERGENCY CONTACT INFORMATION (required)

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EMERGENCY CONTACT NAME	HOME PHONE	MOBILE/WORK PHONE

MINORS: IF UNDER 18 – SIGNATURE OF PARENT OR GUARDIAN (required)

The undersigned, _____, referred to as the parent(s) and natural guardian(s) or legal guardian(s) of _____, does hereby represent that he/she (they) is (are), in fact, acting in such capacity and agrees to indemnify, save and hold harmless each and all of the parties herein referred to above as Releasees from all loss, liability, damage, cost or claim whatsoever that may be imposed upon said Releasees because of any defect in or lack of such capacity to so act and release said Releasees on behalf of the undersigned.

(please print) PARENT/GUARDIAN NAME	SIGNATURE	RELATIONSHIP TO MINOR