

# CONQUER THE GAUNTLET™ WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND CONSENT TO MEDICAL TREATMENT FORM (“Form”)

(Conquer the Gauntlet™ is a trademark of Mainprize Industries, LLC)

**READ THIS DOCUMENT CAREFULLY AS IT AFFECTS YOUR FUTURE LEGAL RIGHTS.**

\_\_\_\_\_ **I AM ENTERING THE CONQUER THE GAUNTLET™ COURSE OF MY OWN FREE WILL. I ACKNOWLEDGE THAT THIS IS NOT A CONTRACT OF ADHESION.**

\_\_\_\_\_ **I ACKNOWLEDGE THAT I MAY CHOOSE NOT TO ENTER THE COURSE AND CAN ALSO CHOOSE TO GO AROUND ANY PART OF THE COURSE THAT I AM NOT COMFORTABLE COMPLETING.**

\_\_\_\_\_ **I ACKNOWLEDGE THAT I HAVE BEEN WARNED ABOUT THE NATURE OF THE COURSE AND MY CHOICE TO ENTER THE COURSE ON THE COMPANY WEBSITE AT THE TIME I REGISTERED.**

\_\_\_\_\_ **I ACKNOWLEDGE THAT THIS FORM WAS AVAILABLE ON THE WEBSITE FOR MY REVIEW AND NEGOTIATION.**

\_\_\_\_\_ 1. I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN Conquer the Gauntlet™, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of persons or entities being released, from dangerous or defective equipment or property owned, maintained, built, used or controlled by them or because of their possible liability without fault.

\_\_\_\_\_ 2. I certify that I am physically fit, have sufficiently prepared or trained for participation in Conquer the Gauntlet™, and have not been advised not to participate by a qualified medical professional. I certify that there are no health-related reasons or problems that preclude my participation in Conquer the Gauntlet™. I certify that I have not consumed alcohol or other substances prior to the event that may inhibit my physical or mental ability to safely participate in the event.

\_\_\_\_\_ 3. I acknowledge that this Form will be used by Mainprize Industries LLC, the owners and operators of Conquer the Gauntlet™, in which I may participate, and that it will govern my actions and responsibilities at Conquer the Gauntlet™.

\_\_\_\_\_ 4. In consideration of my application and permitting me to participate in this event, I hereby take the actions noted below for myself, my executors, administrators, heirs, next of kin, successors, and assigns and/or their directors, officers, employees, volunteers, representatives, and agents vis-a-vis the following entities or persons: Mainprize Industries, LLC, Conquer the Gauntlet™, and their executors, administrators, heirs, next of kin, successors, and assigns and/or their directors, officers, employees, volunteers, representatives, and agents:

I **WAIVE, RELEASE, AND DISCHARGE** the entities or persons mentioned in the above paragraph from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released for my **DEATH, DISABILITY, PERSONAL INJURY, PROPERTY DAMAGE, PROPERTY THEFT, ANY LOSS OR ACTIONS OF ANY KIND WHICH MAY HEREAFTER OCCUR TO ME INCLUDING MY TRAVELING TO AND FROM THIS EVENT; I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE** the entities/persons mentioned in this paragraph from **ANY AND ALL** liabilities or claims made as a result of participation in the event, whether caused by the negligence of the released or otherwise. I agree that Mainprize Industries, LLC is not responsible for any personal property that is lost, damaged or stolen at the event.

\_\_\_\_\_ 5. I acknowledge that Mainprize Industries, LLC and their members, owners, managers, directors, officers, volunteers, representatives, and agents are **NOT** responsible for the errors, omissions, acts, or failures to act of any party/entity conducting any event or activity on their behalf.

\_\_\_\_\_ 6. I acknowledge that this Conquer the Gauntlet™ may involve a test of a person’s physical and mental limits and carries with it the potential for **DEATH, SERIOUS INJURY, AND PROPERTY LOSS**. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, wildlife (animals, insects and/or plants), condition of participants, equipment, vehicular traffic, actions of other people, including, but not limited to,

participants, volunteers, spectators, assistants, staff, officials, monitors, and/or producers of the event, and lack of hydration.

\_\_\_\_\_ 7. I hereby consent to receive medical treatment or transportation that may be deemed advisable in the event of INJURY, ACCIDENT, AND/OR ILLNESS during or after Conquer the Gauntlet™. If I am pregnant, recently suffered injury, illness or surgery or other disability, I have or should have consulted a qualified health professional before participating in Conquer the Gauntlet™.

\_\_\_\_\_ 8. I understand that at Conquer the Gauntlet™ and related activities, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers, and assigns without compensating me in any way.

\_\_\_\_\_ 9. I understand that this Form shall be construed broadly to provide a release/waiver to the maximum extent permissible under applicable law.

\_\_\_\_\_ 10. I understand that Conquer the Gauntlet™ is an inherently dangerous activity that includes extreme obstacles, including, but not limited to water, mud, barbed wire, fire, rocks, tires, sticks, wood, rope, netting, steep inclines, uneven surfaces and heights and the risks associated herewith cannot be completely eliminated. I understand there may be water/mud that has not been tested for chemicals, disease or contamination.

\_\_\_\_\_ 11. I agree not to dive head first into any obstacle, water, mud or otherwise, as doing so may cause serious injury or death to others or myself.

\_\_\_\_\_ 12. I certify that I am above the minimum participation age of 14 on the day of the event.

I understand that Mainprize Industries, LLC is determined to conduct Conquer the Gauntlet™ in a safe and reasonable manner and places the safety of participants as its utmost priority. I understand that Mainprize Industries, LLC consistently aims and works to reduce all risks associated with an obstacle course race and requires that all involved, whether participants, bystanders or agents of Mainprize Industries, LLC follow all rules, regulations, requirements and instructions that are designed to protect the participants' and bystanders' safety. I also understand, however, that participants and parents/guardians of minors registering in Conquer the Gauntlet™ recognize that there is an INHERENT RISK OF SEVERE PHYSICAL INJURY AND/OR DEATH when choosing to participate in Conquer the Gauntlet™. I am solely responsible for determining if I (or my minor child/ward) am/is physically fit and/or sufficiently skilled to participate in Conquer the Gauntlet™. I recognize and acknowledge that there are risks of physical injury and/or death to participants of Conquer the Gauntlet™ and I **FREELY AND VOLUNTARILY** agree to assume the full risk of any and all INJURIES, DAMAGES OR LOSS, REGARDLESS OF SEVERITY, that I (or my minor child/ward) may sustain as a result of said participation. I approve my (or my child's/ward's) participation in Conquer the Gauntlet™. I assume all risks and hazards incidental to such participation in Conquer the Gauntlet™, and I release, absolve, indemnify, and agree to hold harmless Mainprize Industries, LLC, its owners, members, managers, offices, past and present, employees past and present, agents, representatives, assigns, administrators, executors, volunteers, and all city, county and state governments, and all Conquer the Gauntlet™ sponsors, vendors, promoters and related entities and their representatives, successors, and all other persons, for any claim arising out of an injury to me (or my child/ward) and from any and all claims, causes of action, lawsuits, obligations, charges, complaints, controversies, damages, disabilities, losses, costs or expenses of any kind whatsoever, whether direct or indirect, arising out of 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 Conquer the Gauntlet™.

**I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.**

**Print Participant's Name**

\_\_\_\_\_

**Age** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

(If under 18, Parent or Guardian must also sign)

**PARENT/GUARDIAN WAIVER FOR MINORS (Under 18 years old)**

\_\_\_\_\_ 1. I hereby certify that I am the parent or legal guardian of the participant and that I sign this document of my own free will, understanding all legal implications.

\_\_\_\_\_ 2. I hereby certify that the child/ward is above the minimum age of 14 years on the day of the event.

The undersigned parent or natural/legal guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in the activity or event, and has agreed individually and on behalf of the child or ward, to the terms of the Form as set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all the parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

**Print Participant's Name** \_\_\_\_\_

**Age** \_\_\_\_\_

**Signature of Parent/Guardian** \_\_\_\_\_

**Date** \_\_\_\_\_

