MUD AND SWEAT MUD RUN RACE WAIVER AND CONSENT FORM

In consideration of Way Ahead (Mud and Sweat) allowing the Participant to take part in the Mud Run (the "Event") each Participant hereby agrees as follows:

1. I acknowledge that:
   (i) The Event is physically strenuous and my signature below confirms that I have read and reviewed the details of what participation in the Event entails as is set out on Mud and Sweat’s website www.mudandsweat.com;
   (ii) Participation in the Event will be physically demanding and may involve, but shall not be limited to, various modes of physical activity including: running over and/or through difficult terrain and obstacles by day or by night;
   (iii) Some of the obstacles may go through water that has not been tested for chemicals, disease and/or any other contamination; and
   (iv) I am physically capable of competing in the Event. If, at any time hereafter, I develop or discover any medical or physical limitation or condition (including, but not limited to, those listed in paragraph 2. above) that might affect my ability to safely participate in the Event, or meet the physical demands required thereof, I agree to make such limitations and conditions immediately known to Mud and Sweat and to cease participating in the Event. Mud and Sweat recommends that each Participant should seek medical advice as to his/her participation in the Event and I acknowledge that I have read and understood this recommendation.

2. I hereby represent that I am participating in the Event voluntarily, with full knowledge of the potential risks entailed and that I am expressly, knowingly and voluntarily assuming the risk of any and all physical or emotional injury associated with or caused by my participation in the Event.

3. In view of the foregoing, and as a term and condition of participating in the Event, I hereby release, discharge and hold harmless, for myself and my heirs, executors, administrators and assigns, Way Ahead (Mud and Sweat), its staff and contractors, participating sponsors, venues and charities, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies and medical advisors, and each of the officers, directors, shareholders, employees, and agents of the foregoing (collectively, the "Released Parties"), from and in respect of any injury or illness that I may suffer as a result of my participation in the Event.

4. I hereby accept total responsibility for the condition and maintenance of any equipment I bring to the Event.

5. In view of the foregoing, and as a term and condition of participating in the Event, I hereby release, discharge and hold harmless, for myself and my heirs, executors, administrators and assigns, Way Ahead (Mud and Sweat) and the Released Parties, from and in respect of any loss of or damage to any equipment which occurs travelling to and from and during the Event.

6. I hereby acknowledge that information collated on the Entry Form and Registration Forms submitted by me may be shared with other organisers of the Event.

7. The information you provide on this form will be held in accordance with the Data Protection Act 1998.

8. Please tick this box if you DO NOT wish to receive information about future events organised and/or promoted by Mud and Sweat. ☐

I hereby:

8.1 Irrevocably consent to my appearance in the Event being filmed, recorded, incorporated, edited, used disseminated, adapted, modified, copied and exploited in whole or in part in any television programme, film, video or broadcast of whatever nature by all means and in all media and formats now known or subsequently invented after the date shown below; and

8.2 Irrevocably consent to the use and reproduction by Mud and Sweat and its designees of my name, likeness, appearance in photographs, films and recordings by all means and in all media throughout the world in perpetuity and for no additional compensation (unless prohibited by law) for the purpose of advertising, publicity and otherwise in relation to the exploitation of the Event and/or the promotion of the Event and the exploitation of the commercial rights relating to the Event provided that such use does not imply my direct endorsement of any third party including any official sponsor or supplier of the Event; and

8.3 Warrant that I am at least 18 years of age and have the full right and power to enter into this Medical Waiver and Consent Form and that the terms of this document do not in any way conflict with any existing commitment on my part (Participants aged 16 and 17, must have their form countersigned by a parent or guardian).

9. I hereby acknowledge and agree:

9.1 that the total liability of Way Ahead (Mud and Sweat) in respect of any loss or damage suffered by me and arising out of or in connection with the Conditions of Entry or my participation in the Event shall not exceed the amount of the fees actually paid by me to Way Ahead pursuant to the Conditions of Entry.

9.2 Mud and Sweat shall not be liable for:

9.2.1 Any loss or damage of personal equipment belonging to me; or

9.2.2 Any indirect or consequential losses suffered or incurred by me arising out of my taking part in the Event or any other matter arising under these Conditions of Entry in any case whether or not such losses or damage were within the contemplation of the parties when I submitted the Entry Form.

10. Nothing in this Participant’s Medical Waiver and Consent Form shall exclude or limit the liability of Mud and Sweat for death or personal injury caused by Mud and Sweat’s negligence, for fraud or fraudulent misrepresentation, or for any matter for which it would be illegal for Mud and Sweat to exclude or attempt to exclude its liability.

11. I agree that this Medical Waiver and Consent Form supersedes any prior understanding between myself and Mud and Sweat relating to the rights granted herein and no provisions of this Medical Waiver and Consent Form can be modified by any other instrument, invoice or document unless in writing and signed by the parties hereto.

12. My signature below confirms that I have read, understood and agree to the contents of this Participant’s Medical Waiver and Consent Form.

Forms must be Countersigned below by a parent or guardian if the participant is aged 16 or 17.

Parent or Guardian's Name (in block capitals) Signature Date

[Participant’s Name (in block capitals) Signature Date]