

MUD NINJA RELEASE AND WAIVER AGREEMENT -2020

Mud Ninja LLC, operates and/or conducts various extreme sports activities, including, but not limited to: color runs, mud runs / races, adrenaline games, tomato fights and other events related thereto. These activities and events can or could result in injuries to the participant. To be able to participate in these various events, the participant, by executing his or her signature (electronic or otherwise) to this release, does hereby release, waive, discharge and covenant not to sue Mud Ninja LLC, its officers, members, promoters, sponsors, advertisers, owners, employees, associates, volunteers, charity partners, paid staff, vendors or business partners from any and all liability, injuries, or any and all other claims and damages as a result of participating in an event sponsored by Mud Ninja LLC, its officers, members, promoters, sponsors, advertisers, owners, employees, associates, volunteers, paid staff, vendors or business partners. Furthermore, the participant, on behalf of his personal representatives, assigns, heirs, and next of kin, does hereby release any and all claims, damages, injuries, incurred by the participant in regards to the participation in such events. Participants agree to hereby release any and all claims, of whatever kind of nature, present and future, damages and injuries. Participant assumes full responsibility for and risk of bodily injury, death or property damage due to negligence or non-negligence of Mud Ninja LLC, its officers, members, promoters, sponsors, advertisers, owners, employees, associates, volunteers, paid staff, vendors or business partners, in the Mud Ninja event or associated activities, and / or while competing, officiating in, working or for any purpose participating in the Mud Ninja event or associated activities. Participant agrees that this release, waiver and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of Ohio and that if any portion of the agreement is held invalid, it is agreed that the remaining portions of the agreement will, not withstanding, continue in full legal force and effect. The undersigned understands and acknowledges that he/she may not attend, participate in, or act as a spectator or bystander of Mud Ninja unless he/she is eighteen (18) years of age or older or, if younger than eighteen (18) years of age, his/her parent or legal guardian has read and signed this Release And Waiver Agreement. The undersigned further acknowledges that he/she has inspected the race course, facilities, equipment, and areas to be used for the Mud Ninja and is voluntarily participating despite the risk of falls, contact and/or crashes with other participants, effects of weather, defective equipment, the condition of the course, water hazards, complications from mud on clothing and person, and any hazards that may be posed by spectators or volunteers. Participants in consideration of being permitted to participate in the Mud Ninja event and any activities in connection with Mud Ninja, acknowledge the risks and hazards involved in and arising from the attending, participating in, or as a spectator or bystander, of any event at Mud Ninja including, but not limited to the additional risks of the throwing of dodge balls, electric shock from any device, being hit by flying objects, rope burns, injuries caused by volleyball or tug of war, obstacle breakage, and does for himself or herself, his or her heirs, executors, administrators, and assigns, release and forever discharge Mud Ninja LLC, their officers, members, promoters, sponsors, advertisers, owners, employees, associates, volunteers, paid staff, vendors or business partners, their heirs, administrators, and executors, of and from any and every claim, demand, action or right of action, of whatsoever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death and / or property damage resulting or to result from any accident which may occur as a result of participation in Mud Ninja or any activities in connection with Mud Ninja, whether by negligence or non-negligence or from any and all other incidents of harm and /or ill-will. I comprehend the risks involved with participating as a spectator or participant. I assume all risks associated with participating in the Mud Ninja including paralysis and death caused by course obstacles and contact with other runners or objects thrown by spectators or course condition and malfunction or any physical earth deterioration caused by weather. I agree that Mud Ninja LLC or any of its assign's has the right to any photos or any video/sound footage of me during the Mud Ninja event. These photos, video footage and sound materials may be used for any marketing purposes. I shall not participate if I have any known physical or mental condition that would make it reasonably unable for me to participate. I am not participating contra to any advice from a doctor. I have not participated in the in the consumption of any alcoholic beverages or drugs that will impede my mental and physical ability to participate in the event. I do not currently suffer from any head injuries, heart disease, limb dislocation, mental illness, recent back injury, arthritis joint sprains, asthma, glandular disorders or any other condition that would hinder me from participating in this event nor am I pregnant. Attempting the Mud Ninja has extreme danger and I may hurt myself. I agree to the decisions by any staff, official or volunteer to remove me from the event due to improper sportsmanship, failure to remain on the course or my overall state to finish the course safely. I agree that Mud Ninja LLC or property owners of the event are not responsible for any lost or stolen items. I fully understand that there are no refunds under any conditions once I purchase my entrance fee. Participant further states that he or she has carefully read the above release and knows the contents of the release and signs this release as his or her own free act. Participant further releases, waives, discharges and covenants not to sue all professional services from any claim whatsoever on account of first aid, treatment or service rendered him or her during participation in Mud Ninja or any activities in connection with Mud Ninja, whether by negligence or not. Under no circumstances is a client or participant eligible for a refund regardless of injury before the event. There will be no refunds under any circumstances. Once you have purchased an entrance fee it will not be refund regardless of any reason including and not limited to: inability to complete the course, weather conditions, failure to receive a proper discount, course malfunctions or acts of God. I agree by signing this document and participating in the Mud Ninja that I lose my right to sue any and all parties involved with the Mud Ninja including and not limited to the property owners of the location and where my car is parked. I have fully read this complete waiver and I understand it in its entirety. If any claim is submitted as a result of my conduct as a participant, spectator, or bystander at Mud Ninja I agree to defend and indemnify the Released Parties from any and all claims or causes of action by whomever or wherever made or presented as a result of my alleged misconduct as a participant, spectator, or bystander. Moreover, if such claims are made as a result of my conduct, I agree to pay for the legal fees, expenses, and costs incurred by the Released Parties in defending such claims against them as a result of my alleged misconduct. CHILDREN'S RELEASE: For all persons under eighteen (18) years of age a parent or legal guardian must sign the following acknowledgment.

The undersigned (parent/guardian) the parent and natural or legal guardian of (minor's name) hereby acknowledges that he/she has executed the foregoing Release for and on behalf of the minor named herein and agree to bind myself, the minor, his/her executors, administrators, heirs, next of kin, successors, and assigns to the terms of the foregoing Release. I hereby authorize any licensed physician, emergency medical technician, hospital or other medical or health care facility to treat the minor named herein for the purpose of attempting to treat or relieve such injuries. I consent to the administration of all medical care. By signing this agreement I agree that I or the part of my responsible party lose my/our right to sue anyone involved with the Mud Ninja event.

Due to the 2019-2020 outbreak of the novel Coronavirus (COVID-19), Mud Ninja is taking extra precautions with the care of every client to include health history review and enhanced sanitation/disinfecting procedures in compliance with CDC guidance. Symptoms of COVID-19 include: • Fever • Fatigue • Dry Cough • Difficulty Breathing. I agree to the following: I understand the above symptoms and affirm that I, as well as all household members, do not currently have, nor have experienced the symptoms listed above within the last 14 days. I affirm that I, as well as all household members, have not been diagnosed with COVID-19 within the past 30 days. I affirm that I, as well as all household members, have not knowingly been exposed to anyone diagnosed with COVID-19 within the past 30 days. I affirm that I, as well as all household members, have not traveled outside of the country or to any city considered to be a "hot spot" for COVID-19 infections within the past 30-days. I understand that Mud Ninja LLC cannot be held liable for any exposure to the COVID-19 virus caused by misinformation on this form or the health history provided by each client. By signing below, I agree to each statement above and release Mud Ninja LLC from any and all liability for unintentional exposure or harm due to COVID-19

WHEN REGISTERING ONLINE, MY ONLINE SIGNATURE SHALL SUBSTITUTE FOR AND HAVE THE LEGAL EFFECT AS IF I HAD SIGNED A WAIVER AND RELEASE AGREEMENT. PARTICIPATION WILL BE DENIED IF THE SIGNATURE OF AN ADULT PARTICIPANT OR PARENT AND DATE ARE NOT PRESENTED AT THE TIME AND PLACE OF THE RACE.

Print Participant's Name Participant's Signature Age Date Parent/Guardian Signature Age Date