

## **AGREEMENT, WAIVER, RELEASE OF CLAIMS, WARNING OF RISK AND ASSUMPTION OF RISK**

**PARTICIPANTS:** READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

I understand and acknowledge that by signing below, I am legally agreeing to all of the following statements in exchange for being permitted to participate in BORN SURVIVOR on Saturday 9<sup>th</sup> September 2017 at Lowther Castle, Lowther, Cumbria, CA102HH

Please initial each section and sign the event waiver at the bottom of page 2

..... 1. I understand that participating in BORN SURVIVOR is a hazardous activity. I acknowledge that BORN SURVIVOR is an extreme test of my physical and psychological limits that carries with it inherent risks of physical injury that cannot be eliminated completely, including but not limited to an above-average risk of death and/or serious injury.

..... 2. I expressly, knowingly and voluntarily assume all of the risks of participating in BORN SURVIVOR. I understand and acknowledge that these risks include, but are not limited to: falls; illness; infection; contact or collision with spectators, personnel, and other pedestrians; contact or collision with motor vehicles; contact or collision with other participants of varying skill levels; contact and the effects of contact with natural and man-made fixed objects; natural and man-made water, road and surface hazards; close proximity and/or contact with thick smoke; dangers arising from weather conditions, including but not limited to extreme heat, cold, humidity, ice, rain, or fog; imperfect course conditions.

I understand and acknowledge that these risks may cause harms including, but not limited to: bodily injury, ranging from minor to severe; illness or infection, ranging from minor to severe; physical and/or mental effects of exposure to extreme conditions and circumstances, ranging from minor to severe; temporary or permanent disability; paralysis; death; and property damage or loss. I understand that the risks of participating in BORN SURVIVOR may be caused in whole or in part by: my own actions or inactions; the actions or inactions of other participants; the actions or inactions of spectators or other pedestrians; and/or the acts, inactions, or negligence of the Released Parties (as defined below).

I expressly assume all risks and take full responsibility for any and all damages, liabilities, losses, or expenses that I incur as a result of participating in BORN SURVIVOR

..... 3. I agree that it is my responsibility to determine whether I am sufficiently fit, healthy, skilled and physically trained to safely participate in BORN SURVIVOR. I hereby represent that I am, and on the date of BORN SURVIVOR will be, in good health and in proper physical condition to safely participate in BORN SURVIVOR. I certify that I have no known or knowable physical or mental conditions, that would affect my ability to safely participate in BORN SURVIVOR, or that would result in my participation creating a risk of danger to myself or to others. I further certify that I have not been advised or cautioned otherwise by a medical practitioner.

I understand that the BORN SURVIVOR Course is an extreme test of human physical and mental endurance limits and that I may not be able to safely complete it, even if I am sufficiently fit, healthy, skilled and physically trained to safely participate.

I understand that it is my responsibility to continuously monitor my own physical and mental condition during the Course, and I agree to withdraw immediately and to notify appropriate personnel if at any point my continued participation would create a risk of danger to myself or to others. I acknowledge and agree that I will not be reimbursed any portion of any fees paid for participation in BORN SURVIVOR if I withdraw before completing the Course, as I understand that all fees are paid only in exchange for the opportunity to participate to the best of my ability as described in this document, and in no way reflect an entitlement to complete the Course.

I understand that I am strongly advised to consult a medical practitioner before participating, especially if I am pregnant, disabled, or have recently suffered any illness, injury, or impairment.

..... 4. I agree to abide by the rules of BORN SURVIVOR and to comply with the directions and instructions of BORN SURVIVOR personnel. I agree to become familiar with and abide by all written and/or posted rules of BORN SURVIVOR. I further agree to comply with all directions, instructions and decisions of BORN SURVIVOR, including but not limited to instructions or directions relating to the manner of my safe participation in the Course or Related Activities and decisions that I will stop participation in the Course or Related Activities at any time. Except as otherwise prohibited by law, I agree not to challenge these rules, directions, instructions, or decisions on any basis at any time and I acknowledge that they are reasonable and necessary to reduce risk; protect the safety of participants, spectators, and personnel.

I also specifically agree to obey all civil and criminal laws, including traffic laws and regulations. I also agree to exhibit appropriate behaviour at all times; demonstrate respect for all people, equipment and facilities; and participate with a cooperative and positive attitude. I understand that BORN SURVIVOR may immediately dismiss anyone who disobeys any rules, directions, instructions, decisions, or laws, or whose behaviour endangers safety or negatively affects a person, facility, or property of any type or kind.

..... 5. I consent to receive medical care and treatment as determined by appropriate BORN SURVIVOR personnel. In the event of my injury, accident, or illness, I consent to receive medical care and treatment as deemed advisable in the best judgment of appropriate BORN SURVIVOR and/or appropriate medical professionals. If necessary, I authorise appropriate BORN SURVIVOR personnel to consent to such medical care and treatment on my behalf.

I agree to assume liability for any and all medical costs incurred as a result of my participation in BORN SURVIVOR but not limited to costs of: medical care and treatment, ambulance services, hospital stays, and physician and pharmaceutical goods and services. I agree to indemnify and hold harmless the Released Parties (as defined below) from all liability for such costs.

..... 6. I acknowledge that BORN SURVIVOR reserves the right to cancel or reschedule BORN SURVIVOR in the event of emergency or other disaster. I acknowledge that BORN SURVIVOR in its sole discretion may delay, modify or cancel BORN SURVIVOR if natural or man-made emergencies make administering the event unreasonably difficult or unsafe. I agree that "emergency" is defined to mean any event beyond the control of BORN SURVIVOR, including but not limited to: high wind, extreme rain or hail, hurricane, tornado, earthquake, flood, acts of terrorism, fire, threatened or actual strike, labour difficulty or work stoppage, insurrection, war, public disaster, and unavoidable casualty. I further acknowledge that BORN SURVIVOR in its sole discretion may also delay, modify or cancel BORN SURVIVOR if conditions on the day of the event are, in the sole judgment of BORN SURVIVOR, in any way unsafe. In the event of a delay,

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modification, or cancellation of BORN SURVIVOR as described in this paragraph, I understand that I will not be entitled to a refund of my entry fee or any other costs incurred in connection with BORN SURVIVOR.

BORN SURVIVOR OFFICE USE ONLY

..... 7. I grant permission to BORN SURVIVOR to use my photograph and/or any other record of my participation in BORN SURVIVOR for any legitimate purpose. I understand that any and all photographs, motion pictures, recordings, and/or likenesses of me captured during BORN SURVIVOR, or contractors, become the sole property of BORN SURVIVOR. I grant the right, permission and authority to BORN SURVIVOR to use my name and any such photographs, motion pictures, recordings, and/or likenesses for any legitimate purpose, including but not limited to promoting, advertising, and marketing activities.

..... 8. I understand and assume full responsibility the dangers associated with and assume full responsibility for any injury, loss or damage associated with my use or consumption of alcohol and/or drugs at any point during BORN SURVIVOR that would in any way impair my ability to safely participate in BORN SURVIVOR. I take full responsibility for any decision to consume alcohol after completing the Course and I understand that it is my responsibility to know my own limits.

I hereby indemnify and agree to hold harmless the Released Parties (as defined below) from any injury, loss, or damage described in this section

..... 9. I hereby waive, release and forever discharge BORN SURVIVOR and the other Released Parties from any and all claims I may have arising out of my participation in BORN SURVIVOR. I covenant and agree not to sue BORN SURVIVOR or any of the other Released Parties for any such claims. In consideration of being permitted to participate in BORN SURVIVOR, I hereby waive, release and forever discharge the following parties (the "Released Parties") from any and all Claims (as defined below): BORN SURVIVOR and its directors, officers, employees, agents, contractors, insurers and volunteers; all BORN SURVIVOR event sponsors, organisers, promoters, directors, officials, property owners, and advertisers; all other persons or entities involved with BORN SURVIVOR; and any or all parent, subsidiary or affiliate companies, licensees, officers, directors, partners, board members, shareholders, supervisors, insurers, agents, and representatives of any of the foregoing.

In consideration of being permitted to participate in BORN SURVIVOR, I hereby waive, release and forever discharge the Released Parties from all of the following (the "Claims"): any and all claims, liabilities of every kind, demands, damages (including direct, indirect, incidental, special and/or consequential), losses (economic and non-economic), and causes of action, of any kind or nature, which I have or may have in the future (including court costs, attorneys' fees and litigation expenses), that may arise out of, result from, or relate to my participation in BORN SURVIVOR or my travel to or from BORN SURVIVOR. I understand and acknowledge that these Claims include, but are not limited to, causes of action for death, personal injury, partial or permanent disability, negligence, and property damage or theft; causes of action relating to the provision of first aid, medical care, medical treatment, or medical decisions (at the site of BORN SURVIVOR or elsewhere); and claims for medical or hospital expenses. I understand and agree that the foregoing waiver, release and discharge applies even if the Claims are caused by the negligent acts, omissions, or carelessness of any of the Released Parties.

I understand that this waiver, release and discharge operates for myself as well as on behalf of my spouse, children, parents, guardians, heirs, next of kin and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on my behalf.

..... 10. I hereby agree to indemnify, defend and hold harmless BORN SURVIVOR and the other Released Parties from any and all expenses incurred and claims made that relate to my breach of this Agreement. I hereby agree to indemnify, defend and hold harmless BORN SURVIVOR and the other Released Parties from any and all expenses incurred and all claims made by myself or others (including but not limited to court costs, attorneys' fees and litigation expenses) that arise out of or result directly or indirectly from my breach or failure to abide by any part of this Agreement, my failure to follow any rules or directions as defined in Section 5 above, and/or any of my actions or inactions which cause injury or damage to any other person or property.

I understand that this agreement to indemnify, defend and hold harmless operates for myself as well as on behalf of my spouse, children, parents, guardians, heirs, next of kin and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on my behalf.

I understand and acknowledge that by signing below, I agree that the statutes and laws of the United Kingdom will apply to all matters relating to this Agreement, including participation in BORN SURVIVOR, regardless of the actual location of BORN SURVIVOR or the principles of conflict of laws. I agree that exclusive jurisdiction for any dispute with BORN SURVIVOR resides in the courts of the United Kingdom and expressly consent to the exercise of personal jurisdiction in the United Kingdom in connection with any dispute.

I understand and agree that this Agreement is intended to be as broad and inclusive as is permitted by the UK, and that if any provision shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be severed from this Agreement and does not affect the validity and enforceability of any remaining provisions.

BY SIGNING BELOW, I AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER (OR WILL BE ON THE DATE OF BORN SURVIVOR), I HAVE READ THIS AGREEMENT, I UNDERSTAND ITS CONTENT, AND I INTENTIONALLY AND VOLUNTARILY SIGN THIS AGREEMENT.

.....  
**NAME (PLEASE PRINT CLEARLY)**

.....  
**SIGNATURE**

.....  
**DATE**

.....  
**MEDICAL CONDITION(S) \***

.....  
**CURRENT MEDICATION(S) \***

\* (Please state any medical condition you have, or medication you are taking that could be crucial to your treatment in the event of an injury. This information will be treated as strictly confidential and WILL NOT be shared with any persons other than our medical team or the emergency services, should it be required).