

ULTIMATE ATHLETE, LLC

PARTICIPANT AGREEMENT, WAIVER AND RELEASE

This Participant Agreement, Waiver and Release (“Agreement”) is made and entered into by Ultimate Athlete, LLC (“Ultimate Athlete”) and the undersigned (“I”, “me” or “undersigned”) as of the date shown below. In consideration of, and as a condition to, the undersigned being allowed to participate, in any manner, in the “Titan MOB” race to be held at _____ (“Venue”), on _____, and any and all activities associated therewith (collectively the “Event”), and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees as follows:

1. **Event Rules; Personal Conduct.** I agree to adhere to all federal, state and local laws, statutes and ordinances, as well as all rules, instructions and directions of Ultimate Athlete, whether communicated orally or in writing. I understand that Ultimate Athlete has instituted rules for the protection of myself and other persons involved with the Event. I agree to familiarize myself with and adhere to those rules at all times during the Event. I acknowledge and agree that Ultimate Athlete personnel may, in their sole and absolute discretion, suspend or terminate my participation in the Event, at any time, and for any reason including, but not limited to, if they determine that I am in violation of this Agreement or that my conduct poses a danger or risk to any person or property.
2. **Cancellation Policy; No Refunds.** I acknowledge and agree that the Event may be delayed, suspended, cancelled or postponed by Ultimate Athlete, in its sole and absolute discretion, at any time, and for any reason, including, but not limited to, acts of God, weather conditions, natural disasters, or destruction of the Venue. I further acknowledge and agree that all fees and costs, including, but not limited to, registration fees, ticket costs, and product purchases, are non-refundable and that no refunds will be given under any circumstances, including, but not limited to, delay, suspension, cancellation or postponement of the Event, or the injury, emergency or scheduling conflict of the undersigned.
3. **Medical Treatment.** I consent to the administration of medical care or treatment in the event of injury or illness to me. I expressly authorize Ultimate Athlete to obtain medical care or treatment (which may include ambulance and/or emergency medical services) on my behalf when, and to the extent, deemed necessary by Ultimate Athlete; and I agree to assume and be responsible for all costs, fees, and expenses for such medical care provided to me, regardless of whether such costs were authorized by me.
4. **Assumption of Risk.** I acknowledge and agree that the Event is intended to be a grueling race which challenges the limitations of the human body; includes numerous natural and man-made obstacles and hazards including, but not limited to, water, fire, mud, barricades, and potentially extreme weather conditions; and that the Event carries with it inherent risks of illness, serious injury and/or death. I understand that it is my responsibility to consult with my personal physician prior to participating in the Event to ensure that my participation will not pose any unusual risks to my wellbeing, to determine for myself whether I am physically and mentally able to participate in the Event, and to monitor my own physical and mental condition at all times during the Event. I represent and warrant that I am in sound medical condition capable of participating in the Event without risk to myself or others and that I have no medical impediment which would endanger myself or others. I acknowledge and agree that if I observe any obstacle, hazard or condition that I believe is overly dangerous or if at any time I am uncertain whether I can complete the Event, or any portion thereof, without danger to myself or others, I will withdraw from the Event, or that portion thereof, and, in the case of an obstacle, hazard or condition that I believe is overly dangerous, immediately inform Ultimate Athlete of such obstacle, hazard or condition. **I hereby acknowledge and agree that all risks of participating in the Event are known and appreciated by me. In choosing to participate in the Event, I fully accept and assume all risks, whether before, during or after the Event and I waive any and all specific notice of the existence of a risk. I take full responsibility for all injuries, damages, losses, costs and expenses that I may incur as a result of my participation in the Event.**
5. **Waiver and Release.** I hereby completely and forever waive, release, covenant not to sue, and discharge Ultimate Athlete, the owner(s) and/or lessee(s) of the Venue, and each of their respective, owners, directors, officers, managers, employees, agents, contractors, vendors, insurers, medical personnel, volunteers, participants, spectators, invitees, licensees, sponsors, suppliers, promoters and advertisers, parent, subsidiary, or affiliate companies, successors and assigns (the “Released Parties”) from any and all claims, actions, injuries, damages, losses, costs and expenses whatsoever, including attorneys’ fees, whether known or unknown, foreseen and unforeseen, which I may now have or hereafter acquire on account of, arising out of, or in any way related to the Event or any act, omission or negligence of any of the Released Parties in connection with the Event (collectively the “Released Claims”). By way of example, but not limitation, the Released Claims include claims, damages, losses, and costs related to personal injuries, death, provision of medical services, theft, and/or property damage.
6. **Indemnification.** I hereby agree to defend, indemnify and hold each of the Released Parties harmless from and against any and all claims, actions, injuries, damages, losses, costs and expenses whatsoever, including reasonable attorneys’ fees, relating to, arising out of, or resulting from: (i) any of the Released Claims; (ii) any misrepresentation, breach of warranty, or breach of this Agreement by me; (iii) any intentional or negligent act or omission by me; and (iv) any and all other claims of whatever nature made by me, any of the Released Parties, or any other person or entity relating to, arising out of, or resulting from my participation, in any manner, in the Event or presence at the Event. This indemnity shall survive the expiration or termination of the Event.

7. **Permission to Use Likeness.** I hereby absolutely and irrevocably grant to the Ultimate Athlete the unconditional right, permission and authority to photograph, film, videotape, and record, in any manner or medium, my name, address, photograph, image, likeness, voice or any other depiction or recording of me, the Event or my involvement in the Event (the "Recordings"). I acknowledge and agree that the Recordings are the sole property of Ultimate Athlete. I hereby consent to, and absolutely and irrevocably grant to Ultimate Athlete the unconditional right, permission and authority to use, reproduce, sell, license others to use, and distribute the Recordings in any manner, for any purpose, and in any media, in perpetuity and I hereby waive any rights of privacy or publicity that I may have in connection with those uses. I acknowledge and agree that Ultimate Athlete, as sole owner, has the right to profit from the sale or use of the Recordings as provided for herein and to transfer, assign or license to any other person or entity the rights to use such Recordings, without any compensation of any kind to me. I hereby completely and forever waive, release, covenant not to sue, and discharge Ultimate Athlete, any radio, television or other media companies, and their respective owners, directors, officers, members, managers, employees, agents, contractors, insurers, licensees, sponsors, promoters, advertisers, parent, subsidiary, or affiliate companies, successors and assigns, from any and all claims, actions, injuries, damages, losses, costs and expenses whatsoever, including attorneys' fees, whether known or unknown, foreseen and unforeseen, which I may now have or hereafter acquire on account of, arising out of, or in any way related to Recordings.

8. **Miscellaneous Provisions**

- a. **Entire Agreement; Modifications in Writing.** This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements, discussions, understandings, or promises, whether written or oral. No amendment, modification, termination or waiver of any provision of this Agreement, or consent to any departure therefrom, shall be binding upon the parties unless the same shall be in writing and signed by the parties.
- b. **Governing Law; Jurisdiction; Venue.** This Agreement shall be governed by the laws of the State of Iowa and shall be deemed to have been entered into and performable in part in Des Moines, Polk County, Iowa. The undersigned hereby consents to personal jurisdiction in the State of Iowa and agrees that the Iowa District Court in and for Polk County, Iowa, shall be the exclusive venue for any litigation of or concerning this Agreement or the subject matters hereof.
- c. **Severability:** I acknowledge and agree that the assumption of risk, waivers, releases and other provisions contained in this Agreement are intended to be as broad and all-inclusive as is possible. In the event that any provision of this Agreement is held invalid, illegal or unenforceable such provision shall be deemed to be amended to the extent necessary for such provision to be valid, legal and enforceable, and any remaining provisions of this Agreement shall continue to be valid and enforceable.
- d. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns.
- e. **Attorneys' Fees.** In any legal action between the parties concerning this Agreement or the subject matters hereof, if Ultimate Athlete is the prevailing party, it shall be entitled to recover its reasonable attorneys' fees and costs from the undersigned.

I ACKNOWLEDGE AND AGREE THAT I HAVE READ THIS ENTIRE AGREEMENT, I FULLY UNDERSTAND ITS TERMS AND, I AM WAIVING MY RIGHT TO SUE AND I AM UNCONDITIONALLY RELEASING THE PERSONS NAMED HEREIN FROM ANY LIABILITY, AND I AM SIGNING THIS AGREEMENT AND PARTICIPATING IN THE EVENT KNOWINGLY AND VOLUNTARILY.

Signature

Date

Print Name

Bib Number

Emergency Contact Information

Name _____

Phone: _____

MINORS: SIGNATURE OF PARENT OR LEGAL GUARDIAN ALSO REQUIRED IF UNDER AGE 18

Signature

Date

Print name

Relationship to minor