

**PARTICIPANT WAIVER, RELEASE OF LIABILITY, COVENANT NOT TO SUE & IMAGE RELEASE**

"The Company" is defined as Brownes Boot Camp "the Participant" is defined as you. "The Event" is defined as the obstacle race constructed and organised by the Company in which the Participant seeks to participate.

**THE CONTRACT:** This waiver constitutes the Participant's contract with the Company. This contract and matters arising from it are subject to the exclusive jurisdiction of the Courts of the United Kingdom. **TRANSFER:** This WAIVER cannot be transferred or assigned to any third party or alternative participant. **CANCELLATION BY THE COMPANY:** The Company cannot accept liability or pay compensation where cancellation or failure to perform any part of the Event is as a result of 'force majeure'. This refers to any circumstances that are beyond the Company's or the Company's suppliers' control and which the Company could not, even with all due care, foresee or avoid. Such events include war, threat of war, terrorist activity, threat of terrorist activity, riot, civil disobedience or strife, natural or industrial disaster, fire, adverse weather conditions, flooding, removal from the Event land, livestock contamination and all similar events outside of the Company's control.

**THE PARTICIPANT'S RESPONSIBILITY:** The Participant hereby acknowledges the following conditions of entry to the Event:

The Participant knowingly and freely assume all such risks, both known and unknown even if arising from the negligence of the company and/or others, and assume full responsibility for my participation. The Company accepts no liability for injury, loss or death of participants, participants are responsible for assessing their limitations and applying this on the course in the participation choices they make throughout. Participants and spectators leave their vehicles and belongings in the event village at their own risk.

The Participant am aged 18 years or over. If the Participant is under 18 years old, the parent, natural/legal guardian or nominated responsible adult must accompany the Participant at all times at the Event. The parent, natural/legal guardian or nominated responsible adult must sign this waiver on the Participant's behalf.

The Participant must be of full mental capacity and capable of reading, understanding, and consenting to this waiver.

The Event will involve activities which require a high level of fitness and may not be undertaken by people with certain medical conditions. It is the responsibility of the Participant to determine his or her own ability to participate on the Event.

The Participant hereby warrants that they have undertaken sufficient training to undertake the physical demands of the Event.

The Participant hereby warrants that they are unencumbered by any illnesses, diseases, injuries or medical conditions which will affect his or her participation in the Event;

The Participant further warrants that in the circumstances where, before or during participation in the Event, they become aware of any such illness, disease, injury or medical condition that will adversely affect their participation, they will withdraw from the Event immediately.

The Participant and on behalf of their next of kin, heirs, assigns, personal representatives and/or corporate representatives, forever waive, release, discharge & covenant not to sue the company and/or their investors, directors, officers, representatives, volunteers, marshals, officials, employees, assigns, including but not limited to race director Angus Browne as well as his independent/third party contractors, advertisers, sponsors and/or land/premises owners and lessors used to conduct the Event (collectively 'the releases') with respect to any injury, illness, disability, death and/or loss or damage to person or property, whether arising from the negligence of the releases or otherwise.

The Participant further agrees to indemnify, defend and hold harmless the releases from any loss, liability cost, claim and/or damages arising from participation and or/attendance or in association with of the event organised by the company and/or their current sponsors.

The Company will not accept liability if a deficiency, personal injury, illness or death does not result from any fault on the Company's part or on the part of the Company's suppliers but is caused by the Participant's own acts and/or omissions, by the acts and/or omissions of a third party or by circumstances which neither the Company's nor the Company's suppliers could have anticipated or avoided even exercising all due care;

The Participant will take all reasonable steps and due care to ensure their own safety as well as the safety of other participants. This includes but is not limited to the immediate seeking of and consent to the administration of First Aid when necessary.

The Participant must behave in a reasonable and responsible manner to all participants in the Event.

The Participant hereby indemnifies the Company in relation to all legal costs, in the circumstances whereby another Participant is injured as a consequence of the Participant's actions and/or failure to abide by these conditions and by taking all due care.

The Participant hereby acknowledges that their image may be captured by media during his or her participation in the Event. The Participant hereby consents to the use of any image, for no payment, by the Company for the purposes of advertising and promotion of the Event or similar events.

The Company reserves the right to cancel forthwith the Participant's entry to and/or participation in the Event should the Participant be found to be in breach of any of these conditions.

I am sound of mind, over 18 years old and have read this release of liability and assumption of risk agreement. I fully understand that I have given up substantial rights by signing it and by registering to participate. I sign freely and voluntarily without inducement taking responsibility my own health and well-being as fully described above and I AND MY RELATIVES FOREVER WAIVE, RELEASE, DISCHARGE & COVENANT NOT TO SUE The Company and those associated with them and/or the Event.

Full Name: -----

Signature -----

Date: \_\_\_/\_\_\_/\_\_\_

**Additional Signature from adult responsible for an Under 18 yr old participant**

Minors Name: -----

Minors D.O.B: \_\_\_/\_\_\_/\_\_\_

Adults Name: -----

Date: \_\_\_/\_\_\_/\_\_\_

Adult Signature: -----

Relationship To Minor: -----

I confirm that I am the parent, natural/legal guardian or nominated responsible adult for the Event of the above-mentioned Minor Participant. I confirm that they have a suitable and responsible over 18 year old accompanying them throughout the Event, that the Minor is free from all illnesses, injuries, defects and is physically fit and sufficiently trained to participate in all activities associated with The Event. I have authority to and I am acting in such capacity on behalf of the Minor, that agrees to indemnify, save, hold harmless each and all of the parties referred to in the above as Releases from any loss, liability, damage cost or claim in association with the Event from the above mentioned minor, myself, their next of kin, family, future heirs, assigns, personal representatives and I hereby on their behalf FOREVER WAIVE, RELEASE, DISCHARGE & COVENANT NOT TO SUE The Company and those associated with them and/or the Event. I agree that the nominated adult accompanying the above mentioned Minor on the course is responsible for taking steps to reduce the risks of injury, serious injury and/or death to said Minor, taking responsibility for their own and the Minors health and well-being as fully described in the Participant Waiver, Release of Liability Covenant to Sue, Event Terms Document above.

