

SPARTAN RACE SERIES
WAIVER, RELEASE OF LIABILITY, COVENANT NOT TO SUE & IMAGE RELEASE (THE “WAIVER”)

In consideration of my (“I”, “my” or “myself”) and/or on behalf of my child/ward’s (each a “Ward”) participation as a competitor, volunteer (or other staff member) and/or spectator (any of the foregoing, a “Participant”) in a Spartan Race, Spartan Kids event, Hurricane Heat, Workout Tour event, DEKAFIT event, or other event owned, operated, licensed or sponsored by Spartan Race, Inc. (“Spartan”) (any of the foregoing and any ancillary events/activities/operations related thereto, an “Event”), I, on behalf of myself and Ward, acknowledge, accept and agree the following:

(1) The risk of serious injury and/or death from the activities involved participating in any Event, as a Participant, is significant and may include, without limitation, the following: (i) drowning; (ii) near-drowning; (iii) sprains; (iv) strains; (v) fractures; (vi) heat and cold injuries, including burns, heat-related illness and hypothermia; (vii) over-use syndrome; (viii) injuries involving the acts or omissions of other Event participants or vehicles; (ix) animal bites and/or stings; (x) contact with poisonous plants; (xi) accidents involving, but not limited to, paddling, climbing, biking, hiking, skiing, snow shoeing, travel by boat, truck, car or other convenience, falling from heights; (xii) heart attack; (xiii) diseases from exposure to fecal contaminated water or slurry; (xiv) disease or illness, including COVID-19 or any other disease resulting from the SARS-CoV-2 virus, due to exposure to other Participants or a Releasee (as defined herein); (xv) permanent paralysis; and/or (xvi) death. While particular rules, equipment and/or personal discipline may reduce this risk, the risk of serious injury and/or death does exist.

(2) AFTER THE OPPORTUNITY TO FULLY INFORM MYSELF ABOUT THE EVENT, ON BEHALF OF MYSELF AND MY WARD, I (undersigned) KNOWINGLY, VOLUNTARILY AND FREELY ASSUME AND ACCEPT ALL SUCH RISKS RELATED TO DAMAGE AND INJURY, BOTH KNOWN AND UNKNOWN, EVEN IF I CONTEND THAT SUCH DAMAGE AND/OR INJURIES ARE THE RESULT OF NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, OF THE RELEASEES, and therefore assume full responsibility and all risks for myself and/or my Ward’s participation in the Event.

(3) I knowingly and voluntarily agree to comply with any stated customary terms and conditions (which have been made available to me) for Participant’s participation in an Event. If, however, I observe an unusual and/or significant hazard during my presence at the Event, I will remove myself or my Ward from participation in the Event and promptly bring such hazard to the attention of the nearest Event official.

(4) **COVID-19:** By signing this Waiver, I acknowledge the contagious nature of the SARS-CoV-2 virus (the “novel coronavirus” or “COVID-19”) and voluntarily assume the risk that I, on behalf of myself, and, if applicable, my Ward, may be exposed to or infected by the novel coronavirus by attending and/or participating in the Event, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that (i) my, and if applicable, my Ward’s attendance and/or participation in the Event involves the inherent risk of exposure to the novel coronavirus, and (ii) the risk of becoming exposed to the novel coronavirus or persons with the COVID-19 disease at the Event may result from the actions, omissions, or negligence of myself and others, including, but not limited to, other Participants or any Releasee.

I knowingly and voluntarily agree to comply with and adhere to all necessary and required COVID-19-related safety and risk mitigation practices during my attendance and participation in the Event, whether communicated verbally or in writing. Such practices may include but are not limited to: (i) recognized social distancing practices (i.e., maintaining 8-feet of space between myself and other individuals); (ii) wearing a proper face mask; (iii) washing hands and/or using hand sanitizer frequently and avoiding touching of the face, and (iv) complying with other applicable governmental regulations. I acknowledge and agree that my, or my Ward’s, compliance with these safety and mitigation practices is not only for my own benefit but also for the benefit of other Participants and the Releasee parties at the Event. I voluntarily and knowingly assume the risk that I, on behalf of myself, and, if applicable, my Ward, may be exposed to the novel coronavirus or persons with the COVID-19 disease as a result from a failure to comply with such practices.

Further, notwithstanding the foregoing, I agree that I, on behalf of myself or my Ward, will neither attend nor participate in an Event if I or my Ward have, in the past 14 days: (i) been tested for or have a suspected or confirmed case of COVID-19; (ii) experienced any symptoms of COVID-19 including, without limitation, fever, cough or shortness of breath; or (iii) been exposed to or in close contact with a person known to have COVID-19 (or any known symptoms thereof).

(5) To the fullest extent permissible by applicable law, I, on behalf of myself, and/or my Ward (if applicable), and our respective heirs, assigns, spouses, partners, personal representatives and/or next of kin, forever **WAIVE, RELEASE, DISCHARGE and COVENANT NOT TO SUE SPARTAN RACE, INC., ESPN, INC., EVENT MEDIC NY, INC., THE TUTHILL CORP., BLUE MOUNTAIN RESORT**, and their respective owners, officers, directors, employees, contractors, representatives, agents and affiliates and, as applicable, any direct or indirect parent or subsidiary, predecessor, successor, heir, assign, media partners, associated charity, sponsor or medical providers of any of the foregoing (collectively, the “Releasees”) **WITH RESPECT TO ANY SUITS, CLAIMS, OR LOSS AND ALL INJURY, DISABILITY, DEATH, AND/OR LOSS OR DAMAGE TO PERSON OR PROPERTY, IN CONNECTION WITH MY OR MY WARD’S PARTICIPATION IN THE EVENT, WHETHER ARISING FROM THE NEGLIGENCE OR WILLFUL CONDUCT OF THE RELEASEES OR**

OTHERWISE. I further agree to indemnify, defend, and hold harmless Releasees from any loss liability, cost, claim and/or damages arising from Participant's participation in or association with the Event, including, but not limited to, reasonable attorney's fees.

(6) I, on behalf of myself, and/or my Ward, attest and verify that: (i) unless indicated below, I am over 18 years of age and am legally signing on behalf of myself or, if applicable, Ward; (ii) Participant is free from all illnesses (including, without limitation COVID-19), injuries and defects that could interfere with any person's (including his or her) safe participation in an Event; (iii) Participant is physically fit and sufficiently trained to participate in all activities associated with the Event; and (iv) on the date of the Event, Participant will possess and be covered by medical/health insurance, individually or as part of an organization. I acknowledge that Participant, and I, as Ward's parent/ legal guardian (if applicable), am aware and informed of the inherent risks in participating in the Event and that Participant's participation in an Event is entirely voluntary.

(7) I, on behalf of myself, and/or my Ward, consent to administration of first aid and other medical treatment and related services, including evacuation/transport, in the event of injury or illness in connection with participation in the Event and hereby release and indemnify Releasees from any and all liability or claims arising out of such treatment and/or services. I further consent and agree to obtain, furnish and allow, if required, the use and disclosure of my personal health information by such providers in connection with rendering services and or treatment, and to sign any additional documents that may be requested by such providers, in connection such information or services.

(8) The Releasees reserve the right, in their sole determination, to postpone, cancel, or modify the Event due to factors beyond the control of the Releasees, especially any such factors that might affect the health and/or safety of Participants, including, without limitation, cancellations due to COVID-19 related governmental regulations. Spartan will not be obligated to refund any Participant any registration fees due to a cancelled Event.

(9) I, on behalf of myself, and, if applicable, my Ward, irrevocably grant unlimited permission to Releasees to use, reproduce, sell, disseminate and distribute any and all photographs, images, videotapes, motion pictures, recordings, or any other depiction of any kind of Participant or my or Ward's participation in an Event or related activity for any legitimate purpose in perpetuity and I understand that Participant will not be entitled to any compensation in connection therewith. I further hereby irrevocably and absolutely grant permission to the Releasees to film, videotape and record the performance of the Participant in the Event and subsequently to telecast, sell, distribute, and otherwise utilize the same in whatever manner Releasees shall deem appropriate. Such permission shall include granting the unlimited and irrevocable rights to Releasees, without compensation of any kind to Participant, to use, reproduce or broadcast, Participant's name, nickname, image, likeness, voice, photograph, signature facsimile, and biographical information in connection with the Event. I acknowledge that Releasees shall have unlimited right throughout the world to copyright, use, reuse, publish, republish, broadcast and otherwise distribute depictions of or information about Participant and all or any portion of the Event in which Participant may appear on any and all radio, network, cable and local television programs and in any print materials and in any other format or media (including electronic media) now known or hereafter devised in perpetuity and without compensation to Participant.

(10) In consideration and in return for being allowed to participate in the Event, Participant releases and agrees not to sue the Releasees from all present and future claims regarding Participant's participation in events organized by the Releasees, including the Event, by Participant and his/her heirs, assigns, spouses, partners, personal representatives and/or next of kin.

(11) If any of the provisions of this Waiver is held by a court or arbitrator to be invalid, void, or unenforceable, the remainder of the provisions herein shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. This Waiver is binding on and shall inure to the benefit of the Releasees and me and our respective heirs, personal representatives, executors, successors, and assigns.

(12) This Waiver, and any dispute with respect thereto, shall be governed by and construed in accordance with the laws of the State of Delaware (regardless of the laws that might otherwise govern under applicable Delaware principles of conflicts of law).

(13) **Mediation:** If a dispute arises out of or relates to this Waiver, or the Participant's involvement in an Event, and if said dispute cannot be resolved or settled through negotiation, Participant, individually and on behalf of all of her/his heirs, personal representatives, executors, successors and assigns, agrees that prior to the filing of any arbitration, or other legal action consistent with the provisions of this Waiver, that Participant will first attempt, in good faith, to settle the dispute by non-binding mediation administered by the American Arbitration Association. The mediation shall take place in Boston, Massachusetts, and shall be facilitated by a neutral appointed by the American Arbitration Association. The costs of such mediation shall be shared equally by the parties thereto.

(14) **Arbitration:** All controversies, disputes or claims arising out of or related to this Waiver, to the extent not first resolved through negotiation and mediation, will be submitted to and for binding arbitration in front of a single arbitrator of the American Arbitration Association, conducted in accordance with the American Arbitration Association's then-current Consumer Arbitration Rules, at the American Arbitration Association's offices in Boston, Massachusetts. All matters related to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§1 *et seq.*) and not by any state arbitration law.

The arbitrator will have the right to award or include in the award any relief which the arbitrator deems proper in the circumstances, except that the arbitrator does not have the right to award exemplary, punitive, penal or multiple (e.g., double or treble) damages. The award and decision of

the arbitrator will be conclusive and binding upon all parties hereto and judgment upon the award may be entered solely in the United States District Court for the District of Massachusetts.

The arbitrator will not have the authority or right to add to, delete, amend, or modify the terms, conditions, or provisions of this Waiver. All findings, decisions and awards of the arbitrator will be limited to the dispute(s) set forth in the written demand for arbitration (and any submitted counterclaim), and the arbitrator will not have authority to decide any other issues unless the parties to the arbitration mutually agree thereto.

Participant, individually and on behalf of all of her/his heirs, personal representatives, executors, successors and assigns, acknowledges and agrees that any arbitration will be conducted only on any individual, not a class-wide, basis, and that an arbitration proceeding initiated by Participant and/or her/his heirs, personal representatives, executors, successors and assigns, may not be consolidated with any other arbitration proceeding. No findings, conclusions, orders or awards emanating from any arbitration proceeding conducted hereunder may be introduced, referred to, or used in any subsequent or other proceeding as a precedent, to collaterally estop any party from advancing any claim or defense or from raising any like or similar issues, or for any other purpose whatsoever. The principles of collateral estoppel shall not apply in any arbitration proceeding conducted under this section.

Further, Participant, individually and on behalf of all of her/his heirs, personal representatives, executors, successors and assigns, acknowledges and agrees that notwithstanding any provision of law which provides for a longer limitations period, neither Participant nor Participant's heirs, personal representatives, executors, successors and assigns will bring, commence, or maintain an action or claim of any kind, in connection with liability or obligation in connection with this Waiver, or otherwise, unless brought before the expiration of the earlier of: (i) one (1) year after the date of discovery of the facts resulting in such alleged liability or obligation, or if earlier, the date such facts should or could have been discovered with reasonable diligence; or (ii) eighteen (18) months after the date of the first act or omission giving rise to such alleged liability or obligation. Actions and claims brought or asserted after expiration of the applicable limitations period shall be barred.

(15) FOR ELITE AND OTHER PARTICIPANTS COMPETING FOR CASH PRIZES ONLY: I voluntarily consent to have a sample of my urine collected at such times as testing is performed by Spartan or its agents. I further understand that certain prescription and/or over-the-counter drugs that I may be taking can affect the results of these tests and that I will inform Spartan prior to testing of any prescription and/or over-the-counter drugs that I am taking. I further authorize the release of all information and records, including test results relating to the screening or testing of my urine sample(s) to Spartan or its agents. Spartan and its officers, employees, and agents are hereby released from legal responsibility or liability in connection with any testing and for the release of such information and records as authorized by this Waiver. **Initial** _____

I HAVE READ AND FULLY UNDERSTAND THIS WAIVER. I UNDERSTAND THAT I HAVE GIVEN UP, ON BEHALF OF MYSELF AND MY WARD, SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY.

| | |
|----------------------------------|--|
| Participant Name (Print): | Date: |
| Email: | Emergency Contact Name (required): |
| Phone: | Emergency Contact Phone (required): |
| Signature: | Participant Bib Number: |

MINORS/WARD: IF PARTICIPANT IS UNDER 18 YEARS OF AGE OR UNDER LEGAL GUARDIANSHIP, SIGNATURE OF A PARENT OR GUARDIAN IS REQUIRED BELOW.

| | |
|--------------------------------------|-----------------------------------|
| Parent/Guardian Name (Print): | Parent/Guardian Signature: |
| Minor/Ward Name (Print): | Date: |
| Relationship to Minor/Ward: | |