

## Release and Waiver of Liability and Indemnity Agreement

### **(Read Carefully Before Signing)**

In consideration of being permitted to participate in any way in the "Your First Mud Run" or any "Green Light Events LLC" or Green Light Mud LLC events indicated below and/or being permitted to enter for any purpose any restricted area (here in defined as any area where in admittance to the general public is prohibited), the parent(s) and/or legal guardian(s) of the minor participant named below agree:

1. The parent(s) and/or legal guardian(s) will instruct the minor participant that prior to participating in the below Your First Mud Run or other event, he or she should inspect the facilities and equipment to be used, and if he or she believes anything is unsafe, the participant should immediately advise the officials of such condition and refuse to participate. I understand and agreed that, if at any time, I feel anything to be UNSAFE, I will immediately take all precautions to avoid the unsafe area and REFUSE TO PARTICIPATE further.

2. I/WE fully understand and acknowledge that:

(a) There are risks and dangers associated with participation in the Your First Mud Run and any event held by Green Light Events LLC and Green Light Mud LLC activities which could result in bodily injury partial and/or total disability, paralysis and death.

(b) The social and economic losses and/or damages, which could result from these risks and dangers described above, could be severe.

(c) These risks and dangers may be caused by the action, inaction or negligence of the participant or the action, inaction or negligence of others, including, but not limited to, the Releasees named below.

(d) There may be other risks not known to us or are not reasonably foreseeable at his time.

3. I/WE accept and assume such risks and responsibility for the losses and/or damages following such injury, disability, paralysis or death, however caused and whether caused in whole or in part by the negligence of the Releasees named below.

4. I/WE HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Green Light Events LLC, Green Light Mud LLC or the facility used by the participant, including its owners, managers, promoters, lessees of premises used to conduct the Your First Mud Run or other event or program, premises and event inspectors, underwriters, consultants and others who give recommendations, directions, or instructions to engage in risk evaluation or loss control activities regarding Green Light Events LLC, Green Light Mud LLC, the facility or events held at such facility and each of them, their directors, officers, agents, employees, all for the purposes herein referred to as "Releasee"...FROM ALL LIABILITY TO THE UNDERSIGNED, my/our personal representatives, assigns, executors, heirs and next of kin FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES OR DAMAGES AND ANY CLAIMS OR DEMANDS THEREFORE ON ACCOUNT OF ANY INJURY, INCLUDING BUT NOT LIMITED TO THE DEATH OF THE PARTICIPANT OR DAMAGE TO PROPERTY, ARISING OUT OF OR RELATING TO THE EVENT(S) CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEE OR OTHERWISE.

5. I/WE HEREBY acknowledge that THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and involve the risk of serious injury and/or death and/or property damage. Each of THE UNDERSIGNED also expressly acknowledges that INJURIES RECEIVED MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THE RELEASEES.

6. EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the Province or State in which the event is conducted and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding continue in full legal force and effect.

7. On behalf of the participant and individually, the undersigned partner(s) and/or legal guardian(s) for the minor participant executes this Waiver and Release. If, despite this release, the participant makes a claim against any of the Releasees, the parent(s) and/or legal guardian(s) will reimburse the Releasee for any money which they have paid to the participant, or on his behalf, and hold them harmless.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY SIGNATURE TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

8. There are NO refunds for any reason. There may be a transfer of registration to another "Green Light Events LLC" or Green Light Mud LLC event if approved by an officer of the company.

9. COVID-19: By signing this COVID-19 Waiver, I acknowledge the contagious nature of the SARS-CoV-2 virus (the "novel coronavirus") 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 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 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; and (iii) washing hands and/or using hand sanitizer frequently and avoiding touching of the face. 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 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, within the past 14 days: (i) have a suspected/confirmed case of COVID-19; (ii) experienced any symptoms of COVID-19 including, without limitation, fever, cough or shortness of breath; or (iii) have been in close contact with a person known to have COVID-19 (or any known symptoms thereof).

10. **(Special Clause For a "Your First Mud Run Event)** Kids the age of 5 and above are allowed to compete in this event, but ONLY IF THERE IS A PARENT OR LEGAL GUARDIAN PRESENT THAT IS ALSO REGISTERED FOR THIS EVENT AND WILL STAY WITH, AND BE RESPONSIBLE FOR THE CHILD FOR THE ENTIRE EVENT. As a parent or legal guardian of the underage participant of the event, I take full responsibility for the well being of that child and understand that all aspects of this waiver also apply to the underage child. By signing this waiver I acknowledge that the underage child, for whom I am responsible, is at least 5 years old as of the date of this event. ALL CHILDREN 13 years of age or younger, MUST HAVE A LEGAL PARENT OR GUARDIAN REGISTERED FOR THIS EVENT, WHO WILL COMPETE IN THE EVENT, AND WATCH OVER THE CHILD THROUGH THE ENTIRE EVENT.

Printed Name of Participant \_\_\_\_\_ Date \_\_\_\_\_

Signature of Participant \_\_\_\_\_

Parent or Guardian Name Printed (if minor) \_\_\_\_\_

Parent or Guardian Signature (if minor) \_\_\_\_\_

Address of Participant \_\_\_\_\_