

MUDMANX GROUP LLC (“MudManX”) AGREEMENT, WAIVER AND RELEASE OF CLAIMS, ASSUMPTION OF RISK, WARNING OF RISK, AGREEMENT NOT TO SUE

AS A PARTICIPANT, I ACKNOWLEDGE THAT BY INITIALING AND SIGNING BELOW I HAVE READ THIS DOCUMENT CAREFULLY AND UNDERSTAND THAT I AM WAIVING (GIVING UP) CERTAIN OF MY LEGAL RIGHTS THAT WILL LIMIT OR ELIMINATE MY ABILITY TO BRING FUTURE LEGAL ACTIONS

I understand and acknowledge that by initialing and signing below, I am legally agreeing to all of the following statements in exchange for being permitted entry as a participant (“Participant”) of MudManX Group’s Lakewood, New Jersey’s event (“MudManX Event”) on Saturday October 22, 2011 at Lakewood Blue Claws grounds which includes both the MudManX course (“Course”) and participation in pre-and post-course activities (“Activities”). I understand and agree that I am giving up substantial rights, including but not limited to, my right to sue MudManX for injuries resulting from inherent risks of participating in a MudManX event as described below. I further agree that by initialing and signing below that I am doing so freely and voluntarily, and that my initial and signature confirm my unconditional release of liability, including that due to the ordinary negligence by MudManX, to the greatest extent permitted by the laws of the of State of New Jersey.

Please initial next to each paragraph confirming your acknowledgement & agreement
I AGREE TO ASSUME ALL RISK OF PARTICIPATING IN THE MUDMANX EVENT

_____ 1. I understand that participating in the MudManX Event is a hazardous activity which will test my physical and mental limits and has inherent risks of serious physical injury including an above-average risk of death. I understand that the MudManX Event will involve extreme obstacles, including, but not limited to, fire, mud pits, hurricane force winds, smoke, cargo climbs, steep hills, etc. I further understand that some of the obstacles may go through water, which has not been tested for chemicals or disease. I understand that the risks named herein and others not specifically named, may cause harm including, but not limited to: paralysis; temporary or permanent disability; death, bodily injury, and illness or infection.

_____ 2. I agree to assume all of the risks of participating in the MudManX Event. I understand and acknowledge that these risks include, but are not limited to: insect bites; falls; infection; risks from wild animals; illness; dangers arising from weather conditions, including but not limited to extreme heat, cold, humidity, ice, rain or fog; contact with thick smoke or fire; natural and man-made water, road surface hazards and obstacles; broken or defective or inadequate equipment and equipment failure; contact or collision with spectators, other participants, personnel, other pedestrians, machinery and motor vehicles; negligent or wanton acts of other participants;

_____ 3. I agree that prior to participating I will inspect the Course, equipment, apparatus, hazards and that if I become aware or believe that any of the above are unsafe or pose unreasonable risks, I agree to immediately notify appropriate personnel. I accept full responsibility for the condition of my own equipment and agree that MudManX is not responsible for any personal items or property that are lost, stolen or damaged.

_____ 4. I agree that I will not participate unless I am medically fit. I represent that I am in good health and in proper physical condition to safely participate in the MudManX Event and have no known physical or mental condition that would impact my ability to safely participate and I am not aware of any condition that would result in a risk of danger to myself or others. I understand that the Course is physically and mentally demanding and it will test my limits even if I am physically fit, healthy and skilled to safely participate. I agree to continuously monitor my physical and mental condition during the Course and to immediately withdraw and notify appropriate personnel if I would create a risk of danger to myself or to others. I acknowledge that I will not be reimbursed for any portion of any fee paid for my participation in the MudManX Event. I acknowledge that I have been strongly advised to consult a medical doctor before participating, especially if I am pregnant, disabled or have recently suffered any illness, injury or impairment. I acknowledge that I am covered by medical insurance.

_____ 5. I agree that I will not consume any alcohol or ingest any medicines or substances prior to or during the MudManX Event that will inhibit my mental or physical ability to safely and effectively participate. I assume full responsibility for any injury or loss to myself or to others and for any damage to real or personal property associated with my use or consumption of alcohol and/or drugs at any time during the MudManX Event.

I AGREE TO OBEY ALL THE RULES AND APPLICABLE LAWS

_____ 6. I agree to obey all civil and criminal laws and abide by all the rules and regulations of MudManX and to follow the directions and instructions of MudManX personnel, which shall include respect for all people, equipment and facilities. I agree that MudManX may dismiss me without refund if my behavior endangers the safety of any person or negatively affects a race, a person, a facility or property of any kind. I also agree that no pets or wheeled conveyances are allowed in the Course at any time.

_____ 7. I agree and consent to receive medical care and transportation in the event of injury as determined by MudManX personnel. If necessary, I authorize appropriate MudManX personnel to consent to such medical care and treatment on my behalf. I agree that I shall be liable for any and all medical costs incurred as a result of my participation in the MudManX Event that are not

covered by insurance. I will indemnify and hold harmless all MudManX employees as well as all parties set forth below from all liability for such costs.

_____ 8. I grant permission to MudManX Group, LLC, its affiliates and sponsors, to use any photograph, digital recording, motion picture or any other record of this event (the "Recordings") for any purpose, including but not limited to, promoting, advertising, and marketing activities. I agree that any and all Recordings of me become the sole property of MudManX Group, LLC.

_____ 9. I agree that MudManX reserves the right to cancel the event in the event of an emergency or disaster as determined by MudManX in its sole discretion and that there shall be no refund of any registration fees. I further agree that all entries and fees are final and there shall be no refunds unless agreed to by MudManX in its sole discretion.

WAIVER OF ALL CLAIMS, RELEASE OF LIABILITY AND AGREEMENT NOT TO SUE

_____ 10. In consideration of being permitted to participate in the MudManX Event, which I acknowledge involves risks of serious physical injury and possible death, I hereby waive, release and forever discharge MudManX and the following parties as further defined below from any and all claims: MudManX employees, officers, directors, agents, contractors, insurers, spectators and volunteers; the Lakewood Blue Claws, and its employees, officers, directors, agents, contractors, insurers and volunteers; all State, City, Town, County and any other governmental bodies whose property and/or personnel are used and/or who in any way provide assistance to MudManX; all MudManX sponsors, organizers, promoters, directors, officials, property owners, and advertisers; all other entities involved with MudManX; any and all companies, whether subsidiary, affiliate or parent, officers, licensees, directors, board members, shareholders, insurers, agents and representatives of any of the foregoing (the "MudManX Released Parties"). I hereby waive, release and forever discharge the MudManX Released Parties from any and all claims, liabilities of every kind, demands, damages (including direct, indirect, incidental, special and /or consequential), losses (both economic and non-economic), and causes of action, of any kind or nature, which I have or may have in the future (including attorneys fees, court costs and litigation expenses) that may arise out of or result from my participation in the MudManX Event. I acknowledge and understand that my claims might include, but are not limited to, causes of action arising from my death or death of others, personal injury, partial or permanent disability, negligence, and property damage or theft, causes of action arising from the administration of first aid, medical treatment or medical decisions made at the MudManX Event or elsewhere; and claims for medical or hospital expenses. I agree that the foregoing waiver, release and discharge applies even if the above claims are caused by the negligent acts, omissions or carelessness of any of the MudMan X Released Parties. I understand and agree that this waiver, release and discharge extends not only to myself but to my spouse, children, next of kin, personal representative or anyone who might claim to have a basis to sue on my behalf.

I AGREE TO INDEMNIFY (MAKE WHOLE) MUDMANX AND THE MUDMANX RELEASED PARTIES FROM DAMAGES CAUSED BY MY CONDUCT

_____ 11. I agree to indemnify, defend and hold harmless MudManX and the MudManX Released Parties from any and all claims or expenses that arise out of my breach of this Agreement or any action or inaction by me which causes injury or damage to myself or any other person or property at the MudMan X Event, including those claims made by myself or others, including but not limited to, judgments, attorneys fees and cost of suit. I understand and agree that this waiver, release and discharge extends not only to myself but to my spouse, children, next of kin, personal representative or anyone who might claim to have a basis to sue on my behalf.

MISCELLANEOUS AGREEMENTS

_____ 12. I agree that this Agreement supersedes any and all previous oral or written promises and that this Agreement represents the entire understanding between the parties. I agree that any oral promises conditions, representations, understandings, interpretations cannot act to modify or amend this Agreement in whole or in part. I agree that if any provision of this Agreement which is held by a court of competent jurisdiction to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability, without invalidating or rendering unenforceable the remaining provisions of this Agreement. I further agree that no provision of this Agreement may be amended, waived or otherwise modified without the prior written consent of all of the parties hereto. I agree that this Agreement was made in the State of New Jersey and shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of New Jersey, regardless of the actual location of the MudManX event. All suits, proceedings and other actions relating to, arising out of or in connection with this Agreement shall be submitted to the jurisdiction of the courts of the State of New Jersey and venue for all such suits, proceedings and other actions shall be in Ocean County, New Jersey.

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

PARTICIPANT Date
SIGN ABOVE LINE AND PRINT NAME BELOW LINE