

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

AS A SPECTATOR, 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 spectator (“Spectator”) 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”).

Please initial next to each paragraph confirming your acknowledgement & agreement

I AGREE TO ASSUME ALL RISK OF BEING A SPECTATOR IN THE MUDMANX EVENT

_____ 1. I agree to assume all of the risks of being a Spectator 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 participants, other spectators, personnel, other pedestrians, machinery and motor vehicles; negligent or wanton acts of other spectators or participants. I acknowledge that I have been advised to consult with a medical doctor before observing the MudManX Event because of the potential for challenging weather conditions and participation in the Activities. 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, illness or infection.

_____ 2. I agree that if I become aware that any part of the Course, equipment, apparatus, hazards, other areas to be used are unsafe or pose unreasonable risks, I agree to immediately notify appropriate personnel. I expressly assume all risks and take full responsibility for any and all damages, liabilities, losses, or expenses that I incur as a result of being a Spectator at the MudManX Event and agree that MudManX is not responsible for any personal items or property that are lost, stolen or damaged.

_____ 3. I assume full responsibility for any injury, loss or damage caused by or associated with my consumption of alcohol or use of drugs at any time during the MudManX Event. 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 certify that on the day of the MudManX Event, I will not be under the influence of alcohol or drugs that would in any way impair my ability to safely observe the MudManX Event. I agree to indemnify and to hold harmless the parties set forth below from any injury, loss or damage described herein.

I AGREE TO OBEY ALL THE RULES AND APPLICABLE LAWS

_____ 4. 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 not to enter the Course area at any time. 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.

_____ 5. I agree and consent to receive medical care and transportation in the event of injury as determined by MudManX personnel. I affirm that I am covered by medical insurance. 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 being a Spectator at 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.

_____ 6. 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.

_____ 7. I agree that all entries and fees are final and there shall be no refunds unless agreed to by MudManX in its sole discretion. I further 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

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

_____ 8. In consideration of being permitted to participate as a Spectator in the MudManX Event, 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, other 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 being a Spectator 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

_____ 9. 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

_____ 10. I agree that this Agreement supersedes any and all previous oral or written promises and 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.

SPECTATOR

Date

SIGN ABOVE LINE AND PRINT NAME BELOW LINE

THE SECTION BELOW IS TO BE COMPLETED IF YOU ARE A PARENT OR GUARDIAN OF A SPECTATOR UNDER THE AGE OF 18.

I, the parent or guardian of the below named Spectator, hereby give my approval to allow my child to be a Spectator at the MudManX Event and its Activities.

I assume all risks and hazards incidental to my child being a Spectator at the MudMan X Event, and I hereby waive, release, indemnify, absolve, and agree to hold harmless MudManX and the following parties as further defined below from any and all claims arising from an injury to my child: MudManX employees, officers, directors, agents, contractors, insurers, other 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 indemnify, absolve and agree to hold harmless 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 child being a Spectator at the MudManX Event.

BY SIGNING BELOW, I AFFIRM THAT I HAVE READ THIS AGREEMENT AND UNDERSTAND ITS CONTENT AND I INTENTIONALLY AND VOLUNTARILY SIGN THIS AGREEMENT

Date
SIGNATURE OF PARENT ON BEHALF OF CHILD SPECTATOR
SIGN ABOVE LINE AND PRINT NAME BELOW LINE

PRINT NAME OF CHILD ABOVE LINE