

**LEGEND RACE LLC  
PARTICIPANT WAIVER AND RELEASE**

In consideration for permission to participate in the obstacle course competition, race, and related events and activities, organized by Legend Race LLC (the "Race"), I, the undersigned, acknowledge, agree, warrant, and covenant as follows:

I expressly acknowledge that the Race may include such activities as jumping, swimming, running, swinging on a rope, hurdling obstacles, carrying heavy objects, traversing monkey bars and/or cargo nets, climbing ladders, balancing and/or walking over logs, maneuvering in close proximity to barbed wire or sharp objects, and other obstacles known or unknown; and such conditions as low visibility, extreme heat, extreme cold, confined spaces, wind, loud noises, flying debris, unstable surfaces, and other hazardous conditions. I understand that the physical conditions and course of the Race may also include hazards such as uneven or broken ground or otherwise unmaintained landscape, rocks, holes, mud, bodies of water, other natural or man-made obstacles, whether obvious or not obvious, or dangers created by the presence of snakes, ticks, and other wild animals.

I am aware that there are certain risks and dangers inherent in participation in an obstacle course competition such as the Race, which include the above-mentioned and other activities and conditions. I acknowledge and agree that these inherent risks include, among other risks, the risk of injury, illness, infection, disability, paralysis, or death. I understand that the particular physical conditions, obstacles, course, and hazards of the Race may be unknown or unpredictable and may pose an above-average risk of serious injury or death. I further acknowledge and agree that there are dangers inherent in the Race that cannot be eliminated completely, even by the exercise of caution. **KNOWING AND UNDERSTANDING THESE RISKS, I VOLUNTARILY ASSUME RESPONSIBILITY FOR ALL RISK OF ILLNESS, INJURY, OR DEATH ARISING FROM MY PARTICIPATION IN THE RACE.**

I represent and warrant that I am, and, on the date of the Race, will be, in sufficient good health and in proper physical and mental condition to participate in the Race. I understand that the Race will be physically and mentally challenging, and I affirm that I have no known or knowable physical or mental conditions that would affect my ability to participate safely in the Race or that would result in my participation creating a risk of danger to others.

I represent and warrant that I am 18 years of age or older and that I am not subject to any influence or impairment that might affect my ability to understand and agree to this Waiver and Release.

I further represent and warrant that I am not, and, on the date of the Race, will not be, under the influence of any drugs, alcohol, or other substance that may impair my judgment or otherwise make participation in the Race unsafe to me or other participants in any manner. I expressly assume full responsibility for any injury, loss, or damage to myself or other participants associated with my consumption of alcohol or drugs at any point before, during, or after the Race. I hereby indemnify and agree to hold harmless the Releasees (as defined below) from any injury, loss, damage, or cause of action related to breach of this paragraph.

I agree to abide by other rules, directions, and instructions governing participation in the Race provided by Legend Race LLC, its agents, staff, or personnel. I understand that I am free to quit the Race at any time. I agree to withdraw and immediately discontinue participation in the Race if at any time I believe that my continued participation may be unsafe for myself or for others. I acknowledge and agree that Legend Race LLC and/or its agents, staff, or personnel may prevent or terminate the participation of any participant and may cause the removal of any participant who breaches this Waiver and Release or whose behavior endangers the safety or interferes with the enjoyment of the Race by himself or others in

the sole discretion of Legend Race LLC, its agents, staff, and personnel. I acknowledge and agree that Legend Race LLC will not reimburse my registration fees or any other expenses to me if I withdraw before completing the Race or if I am removed from the Race.

I acknowledge and agree that Legend Race LLC reserves the right to postpone, cancel, or modify the Race in its sole and absolute discretion, for reasons including, but not limited to, severe weather or unsuitable condition of the course. Legend Race LLC also reserves the right to change, in its discretion, the course, design, location, or other components of the Race. In the event of such a change or cancellation, I acknowledge and agree that I will not be entitled to a refund of the registration fee or any other costs incurred in connection with the Race in the event of a change, in the event of injury, or for any other reason. I understand that ALL REGISTRATION FEES ARE FINAL AND NON-REFUNDABLE.

In consideration for permission to participate in the Race, I, on behalf of myself and any personal representatives, family members, heirs, and next of kin (collectively, the "Releasing Parties"), further agree as follows:

1. I HEREBY RELEASE, WAIVE, FOREVER DISCHARGE, AND COVENANT NOT TO SUE LEGEND RACE LLC, its members, officers, agents, heirs or other entities, independent contractors, staff, and employees, and the owner(s) of the premises and property at the location of the Race (collectively, the "Releasees") from any and all liability, claims, demands, actions, and causes of action arising out of or related to ANY LIABILITY, LOSS, DAMAGE, INJURY, DISABILITY, OR DEATH, that may be sustained by me, or to any of my property, of any nature, related to my participation in the Race.
2. I HEREBY AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees from any loss, liability, damage or cost they may incur arising from breach by me of this Waiver and Release.
3. I HEREBY ASSUME FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE, including, without limitation, the risks inherent in the previously described activities and conditions, and any and all risks arising from my participation in the Race.
4. I HEREBY GRANT PERMISSION TO LEGEND RACE LLC, its affiliates, agents, and contractors, to utilize my image, likeness, voice, or other appearance in connection with the Race in any and all manner and media throughout the world in perpetuity, including but not limited to the distribution of photographs via electronic social media (such as Facebook). I expressly agree that any and all photographs, video or sound recordings, or likenesses of me captured during the Race (the "Recordings") by Legend Race LLC, its affiliates, agents, and contractors and/or the media, may be used, edited, or modified and distributed by Legend Race LLC in connection with any advertising, publicity, promotion, marketing, and other exploitation in the sole discretion of Legend Race LLC and without any inspection or approval rights by me. I understand and agree that Legend Race LLC will own all rights, title, and interest in the Recordings, including copyrights and other intellectual property. To the extent necessary, I hereby grant to Legend Race LLC, its successors, and its assigns, all rights, title, and interest of every kind, and hereby expressly waive any and all "moral rights" I may have in the Recordings. I expressly indemnify, release, and hold harmless the Releasees, their agents, employees, licensees, and assigns from and against any and all liabilities, claims, damages, obligations, or losses arising from the creation or exploitation of the Recordings; from any claims which I may have for invasion of privacy, defamation, or any other cause of action arising out of my participation in the Race or appearance in the Recordings; or from any claims by others arising out of participation in the Race or appearance in the Recordings, including any statements by me.

I further expressly agree that the foregoing WAIVER AND RELEASE is intended to be as broad and inclusive as is permitted by the laws of the State of North Carolina and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I AM 18 YEARS OF AGE OR OLDER AND COMPETENT TO ENTER INTO THIS WAIVER AND RELEASE. I ACKNOWLEDGE AND AGREE THAT SIGNING THIS DOCUMENT AFFECTS MY LEGAL RIGHTS. I understand that my participation in the Race will not be permitted unless I acknowledge that I have read, understand, and agree to the terms of this Waiver and Release, and show my acceptance by my signature below.

I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND, AGREE TO, AND VOLUNTARILY SIGN THIS WAIVER AND RELEASE, and further agree that no oral representation, statements, or inducement, apart from the foregoing written agreement, have been made.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### **Parental Consent**

And I, the minor's parent and/or legal guardian, understand the nature of the above referenced activities and the Minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby Release, discharge, covenant not to sue and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releases from all liability, claims, demands, losses or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, I WILL INDMNIFY, SAVE AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any Releasees may incur as the result of any such claim.

\_\_\_\_\_  
Parent or Guardian

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date