The Legion Run Waiver

It is your responsibility to read the terms and conditions prior to participation. It doesn't matter if you have entered yourself or were entered by someone else in order to get a ticket. If you participate, we consider you have accepted the full terms and agreed to those terms by signing your ticket and presenting it at registration.

The following must be carefully read and signed in consideration of being permitted to enter (for any purpose) the Event and associated property ("Premises"). As used in this Waiver, the term "Releasees" is defined to include the following: (i) Legion Run, its subsidiaries, affiliated companies, owners, members, managers, directors, officers, past and present employees, agents, representatives, successors and assigns (collectively, "Legion Run"); (ii) the Premises owner; (iii) any Event volunteers; and (iv) any Event sponsors, sponsor's affiliates and contractors, and their respective employees.

- 1. I understand that participating in the Legion Run event is a physically challenging and potentially dangerous activity and involves the risk of <u>serious injury and/or death</u>.
- 2. I assert that I am in good health and in proper physical condition to safely participate in the Legion Run event. I certify that I have no known or knowable medical, physical or mental conditions that would affect my ability to safely participate in the Legion Run event, or that would result in my participation creating a risk of danger to myself or to others.
- 3. I voluntarily, knowingly and freely assume all risks associated with competing in the Event, including, but not limited to, my own actions or inactions, the actions or inactions of others (including participants, staff or spectators), falls, illness, infection, contact with others (including participants, staff or spectators), completing any and all obstacles, premises defects and the effects of weather, including high heat and/or humidity.
- 4. I consent to medical care and transportation in order to obtain treatment in the event of injury to me as Legion Run, volunteers or medical professionals may deem appropriate and understand that this Waiver & Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency and/or injury.
- 5. I understand that in this event I will get wet and muddy along with all the other participants, in turn all the obstacles will become wet, muddy and slippery increasing the danger of injury caused by slipping and falling. I realize this is part of this type of event and I chose to take that risk.
- 6. There is NO DIVING or JUMPING HEAD FIRST in any of the water or mud events or any obstacles, there is shallow water and always the possibility of hitting bottom or rocks under the water, which can cause serious injury. So, No DIVING!!!
- 7. I understand that this waiver applies to all and for the whole duration of all Legion Run events and or festivities either hosted by Legion Run or by any of its sponsors, partners, vendors, local authorities and or any person and or company affiliated with the Legion Run events.

- 8. I understand, agree and accept that some of the obstacles may go through water that has not been tested for chemicals, disease or contamination.
- 9. I understand that the Event course may contain wild animals, insects and plants.
- 10. I release, waive, discharge and covenant not to sue the Releasees from all liability to me, my personal representatives, assigns, heirs and next of kin, for any claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with my (or my minor child's/ward's) attendance at the Event or while on the Premises, whether or not caused by the active or passive negligence of the Releasees.
- 11. On the date of the Event, I will possess and be covered by medical/health insurance, individually or as part of an organization. I am aware and informed of the inherent risks in participating in the Event and that my participation in an Event is entirely voluntary. I acknowledge that Legion Run recommends and encourages each client to get medical clearance from his/her personal physician prior to participation.

I assert that I have not been advised or cautioned against participating by a medical practitioner.

I understand that it is my responsibility to continuously monitor my own physical and mental condition during the Course, and I agree to withdraw immediately and notify appropriate personnel if at any point my continued participation would create a risk of danger to myself or to others.

Entry and Participation Agreements

Rules: I agree to become familiar with and abide by all written and/or posted rules of the Legion Run, as well as all written and/or posted rules of the Venue. I further agree to comply with all directions, instructions and decisions of the Legion Run and Venue personnel. I further agree not to challenge these rules, directions, instructions, or decisions on any basis at any time.

Emergency Delay or Cancellation: I acknowledge that the Legion Run at its sole discretion may delay, modify, or cancel the Legion Run event if conditions or natural or man-made emergencies make administering the event unreasonably difficult or unsafe. I agree that "emergency" is defined to mean any event beyond the control of the Legion Run, including but not limited to: high wind, extreme rain or hail, hurricane, tornado, earthquake, flood, acts of terrorism, fire, threatened or actual strike, labor difficulty or work stoppage, insurrection, war, public disaster, and unavoidable casualty. In the event of a delay, or modification or rescheduling of the Legion Run event as described in this paragraph, I understand that I will not be entitled to a refund of my entry fee or any other costs incurred in connection with the Legion Run event with the exception where the Legion Run Event is cancelled by the Legion Run Organizers for reasons others than emergencies.

Govern Participation: I understand that the Legion Run has the authority to issue instructions or directions relating to the manner of my safe participation in the Course or Related Activities and the authority to halt my participation in the Course or Related Activities at any time they deem it necessary to protect the safety of participants, spectators, and personnel; and/or promote fairness and the spirit of the Legion Run.

Removal from Course: I understand that the Legion Run and Venue personnel may immediately cause anyone who disobeys any rules, directions, instructions, decisions, or laws, or whose behavior endangers safety or negatively affects a person, facility, or property of any type or kind, to be removed from the course or property.

Fee Refunds: understand that all fees and associated costs (including optional product purchases, spectator tickets, and donations), paid in registration for the Legion Run event are not refundable for any reason under any circumstances, including but not limited to injury, a scheduling conflict, and/or event cancellation.

Attitude and Behavior: I also agree to exhibit appropriate behavior at all times; demonstrate respect for all people, equipment, and facilities; and participate with a cooperative and positive attitude.

Alcohol & Drugs: I certify that I am not, and on the date of the Legion Run event will not be, under the influence of alcohol or any drugs that would in any way impair my ability to safely participate in the event. I further, understand that alcohol consumption following the event is discouraged by the Legion Run and take full responsibility for any decision to consume alcohol at that time. Furthermore I acknowledge and accept that the consumption of alcohol whilst participating in the Legion Run event is strongly prohibited.

People under the age of 18 years are prohibited from purchasing and or consuming alcohol whilst on the premises of the Legion Run events and or during the duration of any Legion Run events.

Specific Rules:

I specifically acknowledge and agree to abide by the following rules:

- 1. No urination or defecation is permitted outside of designated areas;
- 2. no clothing, props or equipment that pose an unnecessary risk to participants, spectators or personnel are permitted; and
- 3. Obey civil and criminal laws including traffic laws.

Photography: I understand that any and all photographs, motion pictures, recordings, and/or likenesses of me captured during the Legion Run event by the Legion Run, its affiliated entities or contractors, and/or the media become the sole property of the Legion Run. I grant the right, permission and authority to the Legion Run to use my photograph, motion picture, recordings, and/or likenesses for any legitimate purpose, including but not limited to promoting, advertising, and marketing activities. I further understand that the Legion Run, as sole owner, has the full right to sell and/or profit from the commercial use of such photographs, motion pictures, recordings, and/or likenesses.

Legal Age: I affirm that I will be at least 18 years old by the date of the Legion Run event.

ID: A valid governmental ID is required at check in. For everyone.

Final Warning: Injury, Serious Injury and or Death could occur from this event. We urge you to reconsider your participation!

I have read, understood and accept all the terms and conditions of the above waiver.