

Outings-May 2018

Official Outing Tough Mudder 19th & 20th

The 2018 Tough Mudder season will kick off at the home of the Woodford Folk Festival (Woodfordia) we've got rolling hills, epic valleys and thick back-forests all lined up ready for our Mudders. Experience the rush of Tough Mudder's new 2018 course which will be a total change up on 2017 with thousands of first-timers and legionnaires alike.

Spectators will need to sign a waiver- down load from web.

Price-TBA

Meet at- to be determined

For more information

<https://toughmudder.com.au/event/southeastqueensland/#event-overview>

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Spectator & Volunteer Legal Liability Agreement 2017 Tough Mudder Event

Spectators & Volunteers: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND MAY ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS. IF YOU ARE A PARENT OR GUARDIAN OF A SPECTATOR UNDER THE AGE OF 18 WHO IS ATTENDING THE TOUGH MUDDER EVENT WITH YOU, BY AGREEING TO THIS DOCUMENT, YOU HEREBY GIVE APPROVAL FOR YOUR CHILD'S ATTENDANCE AT THE TOUGH MUDDER EVENT.

Parties

Released Parties include: International Management Group of America Pty Ltd (ABN 23 001 788 343) ("IMG"), TOUGH MUDDER PTY. LTD. (ACN 151 871 340) ("IMG") and affiliates, their respective directors, officers, employees, agents, contractors, insurers, spectators, co-participants, equipment suppliers, and volunteers; VENUE and its directors, officers, employees, agents, contractors, insurers, equipment suppliers, and volunteers; all event sponsors, organizers, promoters, directors, officials, property owners, and advertisers; governmental bodies and/or municipal agencies whose property and/or personnel are used; and any or all parent, subsidiary or affiliate companies, licensees, officers, directors, partners, board members, supervisors, insurers, agents, equipment suppliers, and representatives of any of the foregoing including but not limited to IMG.

Releasing Parties include: (referred in this agreement as "I") the spectator or volunteer as well as his or her spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on the spectator's or volunteer's behalf.

Warning of Assumption of Inherent Risks: The Tough Mudder event (hereafter referred to as the "TM Event" and used to refer to the appropriate Tough Mudder, Mudderella or Tough Mudder Half event) is a hazardous activity that takes place in a dangerous and hostile environment. Spectators and volunteers, while not participating, may still be exposed to these risks. Some of the activities include runs, military style obstacles, going through pipes, traversing cargo nets, climbing walls, encountering electric voltage, swimming in cold water, throwing, carrying, or getting hit with heavy objects, and traversing muddy areas. The environment, the activities, and the competitive efforts of the participants can put spectators and volunteers at serious risk of injury. Some of the **inherent risks** to spectators and volunteers include, but are not limited to observation and bearing witness to the following or in some instances actual falls, tripping, uncontrolled landings, contact or collision with 1) persons or objects (e.g., collision with other spectators, course personnel, participants), motor vehicles or machinery, and natural or man-made fixed objects or obstacles; 2) obstacles (e.g., natural and man-made water, road and surface hazards, close proximity and/or contact with thick smoke, dust, gas, and/or open flames, barbed wire, pipes, and electric shocks); 3) weather-related hazards (e.g., extreme heat, extreme cold, humidity, ice, rain, fog); 4) inadequate first aid and/or emergency measures; and 5) judgment- and/or behavior-related problems (e.g., erratic or inappropriate behavior by participants, personnel, or other spectators, and errors in judgment by personnel working the event). I further understand and acknowledge that any of these risks and others, not specifically named, **may cause injury** or injuries that may be categorized as minor, serious, or catastrophic. Common **minor injuries** include, but are not limited to: scrapes, bruises, sprains, strains, muscle tension and soreness, nausea, cuts, sunburn, abrasions, grazes, lacerations, and contusions. Less common **serious injuries** also sometimes occur. They include, but are not limited to: property loss or damage, broken bones, fractures, torn or strained ligaments and tendons, concussions, exposure, dehydration, heat exhaustion and other heat-related illnesses, mental stress or exhaustion, infection, vomiting, dislocations, hyperthermia, hypothermia, anemia, electrolyte imbalance, loss of consciousness, syncope, dizziness, fainting, seizures, electric shock and/or injury, and neurological disorders/pain. **Catastrophic injuries** are rare; however, we feel that our spectators and volunteers should be aware of the possibility. These injuries can include, but are not limited to, permanent disabilities, stroke, single or multiple organ failure or dysfunction, physical damage to organs, spinal injuries, paralysis, heart attack, heart failure, blood cell disorder, brain swelling, and even death.

I understand fully the inherent risks of a spectator or volunteer for a TM Event. I have read the preceding paragraphs and acknowledge that I know, understand, and appreciate the risks of being a spectator or volunteer. I hereby assert that I knowingly assume all of the inherent risks of the activity and take full responsibility for any and all damages, liabilities, losses, or expenses that I incur as a result of my presence at the TM Event. In short, I acknowledge that I am participating in the TM Event entirely at my own risk.

Waiver of Liability for Ordinary Negligence: To the extent permitted by law I agree that under this agreement IMG and the other Released Parties shall be excluded from liability for ordinary negligence in the conduct of the TM Event and the application of any of the provisions of Subdivision B of Division 1 of Part 3-2 of the Australian Consumer Law and further IMG and the Released Parties shall be excluded from liability under any civil liability or consumer law applicable to the State in which this event is held subject to the exception that this exclusion of liability will not apply in circumstances where the conduct of IMG or its officers, servants or agents is reckless. In consideration of being permitted to be a spectator and/or volunteer in the TM Event, to the extent permitted by law, **I (on behalf of the Releasing Parties) hereby forever waive, release, covenant not to sue, and discharge IMG and the other Released Parties from any and all claims, actions, suits, demands, losses and other liabilities of any kind resulting from the INHERENT RISKS of the TM Event or the ORDINARY NEGLIGENCE of IMG (or other Released Parties) that I may have arising out of my presence at the TM Event. This waiver does not apply if the exclusion, restriction or modification would apply to significant personal injury suffered by a person that is caused by the reckless conduct of IMG.**

This agreement applies to 1) personal injury (including death, physical and/or mental injury) from incidents or illnesses arising from the TM Event which includes injury during course inspection, observation, obstacle participation, the event, medical treatment, Burn Zones, base area features and while on the premises (including, but not limited to base area, stands, sidewalks, parking areas, sponsor promotions, restrooms, first-aid tents, and dressing facilities); and 2) any and all claims resulting from damage to, loss of, or theft of property.

Indemnification Agreement: To the extent permitted by law, **I hereby agree to hold harmless, defend, and indemnify** (which for the avoidance of doubt includes defending and paying any judgment, court costs, investigation costs, attorney's fees, and any other expenses incurred that relate to a breach of this contract) **IMG (and the other Released Parties) from any and all claims made by me (or any Releasing Party) arising from injury or loss due to my participation in the TM Event.** This applies both to claims arising from the **inherent risks** of the TM Event or the **ordinary negligence** of IMG (or any Released Parties).

I further agree to hold harmless, defend, and indemnify (which for the avoidance of doubt includes defending and paying any judgment, court costs, investigation costs, attorney's fees, and any other expenses incurred that relate to a breach of this contract) **IMG (and the other Released Parties) against any and all claims of co-participants, rescuers, and others arising from my conduct** in the course of my participation in the TM Event.

Other Agreements

- 1) I understand that if Mediation and Arbitration prove unsuccessful and legal action is brought, the appropriate state or federal trial court for the country of Australia in the State or Territory that the TM Event is held has the **sole and exclusive jurisdiction** and that **only the substantive laws of the State or Territory in which the TM Event is held** shall apply.
- 2) I assert that this Agreement is intended to be **as broad and inclusive as is permitted** by the State or Territory in which the TM Event is held that if any provision shall be found to be unlawful, void, or for any reason unenforceable, then the remaining portions shall remain in full effect.
- 3) I affirm that this agreement supersedes any and all previous oral or written promises or agreements; constitutes the **entire agreement** between me and IMG; and can be amended only by a written document duly executed by all parties.
- 4) In the event of a legal issue, **I agree to engage in good faith efforts to mediate** any dispute that might arise. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation or otherwise unresolved within sixty (60) days of IMG being notified by you of such issue, I agree that all disputes, controversies, or claims arising out of my participation in the TM Event **shall be submitted to binding arbitration** in accordance with the applicable rules of the Australian Centre for International Commercial Arbitration then in effect. The seat of arbitration shall be Sydney, Australia. The language of the arbitration shall be English and the number of arbitrators shall be one (1). The cost of such action shall be shared equally by the parties.
- 5) I agree that any arbitration, mediation or legal action shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. Claims may not be joined or consolidated unless agreed to in writing by all parties.

Limitations to Spectators and Volunteers: I understand that I have been granted permission to be a spectator or to serve as a volunteer for the TM Event. I understand that this DOES NOT GRANT ME PERMISSION TO PARTICIPATE in any part of the TM Event. I affirm that I have not paid the fee required to participate and recognize

