

Fit Farm

WAIVER AND RELEASE

In consideration of the risk of injury while participating in activity located at Fit Farm being run by FURY EVENTS (the "Activity"), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns, and personal representatives, knowingly and voluntarily enter into this waiver and release of liability and hereby waive and release any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity, and do hereby release and forever discharge **Fit Farm**, located at **732B Rock Springs Road, Castalian Springs, TN 37031**, and its affiliates, subsidiaries, parent companies, managers, members, agents, attorneys, staff, employees, contractors, volunteers, heirs, representatives, predecessors, successors and assigns (collectively, "Fit Farm"), for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the Activity, including traveling to and from this Activity.

I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK AND AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL, OR THE CONDITIONS IN EXISTENCE DURING THE ACTIVITY AND AT THE LOCATION(S) WHERE THE ACTIVITY IS TAKING PLACE. NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN OR UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.

I acknowledge that the Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the Activity.

By signing below I am affirmatively representing that I am well trained for the Activity, am in good physical condition, capable of participating in the Activity and that I am not aware of any medical or health condition, or of any physical defect that would cause me to be unable to participate in the Activity, or that would otherwise result in injury to myself or others or aggravate any known or unknown existing medical, health or physical condition I may have. I assume all risks associated with the Activity, including, but not limited to, falls, contact with other participants, the effects of the weather, including high heat and/or humidity, or extreme cold; all such risks being known or of which I am aware and which are understood by me. I hereby further understand and knowingly undertake the risks inherent in the conditions of the facilities and roads and any vehicular, pedestrian or other traffic at or near the locations where the Activity is taking place.

I understand that I may be photographed before, during or after this Activity. I agree to allow my photo, video or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors and organizers.

I acknowledge that Fit Farm and its directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act by any party or entity participating in, sponsoring or supervising the Activity. I agree to indemnify and hold harmless Fit Farm against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf.

I agree that in the event Fit Farm or any other party deems it necessary to administer emergency first aid or CPR or to remove me from the Activity, or to seek emergency medical care for me that, by signing this document, I am giving such parties permission to: administer emergency first aid or CPR, secure emergency transport or medical care and / or disclose any medical information it may have about me to any health care provider which may become involved in my care, treatment or removal from the Activity, and that I am waiving any right to object to or bring any type of action or claim against any such parties for administration of emergency services and care that they deem necessary.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE FIT FARM FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST FIT FARM FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extent that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Fit Farm.

I acknowledge that Fit Farm and any other organizers of the Activity do not provide insurance coverage for injuries that occur in connection with the Activity, including traveling to and from the Activity. The costs related to those injuries are the responsibility of the individual participant. In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a result of my willful actions, neglect or recklessness, I acknowledge' and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

In the event that any provision contained within this Waiver and Release shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this Waiver and Release shall be determined to be unlawful or otherwise unenforceable, the remainder of this Waiver and Release shall remain in full force and effect, so the clause severed does not affect the intent of the parties. If a court should find that any provision of this Waiver and Release is invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

In the unlikely event that I deem it necessary to file a lawsuit against Fit Farm, I agree to do so solely in the State of Tennessee, and I further agree that the substantive laws of Tennessee shall apply in that action without regard to the conflict of law rules of Tennessee. I hereby irrevocably waive any other jurisdiction or venue to which I or my estate might otherwise have been entitled. I agree to submit to the jurisdiction of Tennessee. Electronic signatures and/or a copy of this Waiver and Release can be used as if it were the original. I understand that this Waiver and Release constitutes the entire agreement between me and Fit Farm and that it cannot be modified or changed in any way. I am also waiving any claims I might have for breach of contract or warranty for statements or representations made outside of this Waiver and Release.

I, the participant, affirm that I am freely signing this Waiver and Release. I certify that I have read this Waiver and Release, that I fully understand its content and that this release cannot be modified orally. I am aware that this is a release of liability and a contract and that I am signing it of my own free will.

[Type Name - eSignature]

OBSTACLE COURSE WAIVER

PARTICIPANT & VOLUNTEER WAIVER, RELEASE OF LIABILITY COVENANT NOT TO SUE & IMAGE RELEASE;

In consideration of being allowed to participate in any way in the above referenced FURY EVENTS competition(s), race(s), related events (the "Event") and/or activities, I, the undersigned, acknowledge, appreciate, and agree that:

The risk of injury from the activities involved in the Event are significant including , but not limited to the following: (i) sprains; (ii) strains; (iii) fractures; (iv) heat and cold injuries; (v) over-use syndrome; (vi) scratches, abrasions, cuts, bruising; (vii) heart attack or medical conditions from over-exertion (xiii) the potential for permanent paralysis and/or death. While particular rules, equipment, and personal discipline may reduce this risk, the risk of death or serious injury does exist;

AFTER OPPORTUNITY TO FULLY INFORM MYSELF ABOUT THE EVENT, I KNOWINGLY AND FREELY ASSUME AND ACCEPT ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, and assume full responsibility and all risks for my participation or the undersigned minor' s participation in the Event; I voluntarily agree to comply with the stated and customary terms and conditions for participation;

I, for myself and on behalf of my heirs, assigns, personal representatives and/or next of kin, forever WAIVE RELEASE, DISCHARGE and COVENANT NOT TO SUE FURY EVENTS, and their officers, directors, representatives, officials, principals, agents and/or employees, subsidiaries, and/or assigns, as well a their independent contractors, sponsoring agencies, sponsors, advertisers, volunteers, and if applicable, owners and lessors of the premises used to conduct the Event (collectively, the "Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, and/or loss or damage to person or property, incurred by me in connection with participation in the Event unless same is due to the negligence or misconduct of any Releasee.

I attest and verify that, unless otherwise indicated below, I am over 18 years of age, am free from all illnesses, injuries and defects that could interfere with my safe participation in the Event and that I am physically fit to participate in all activities associated with the Event. My participation in activities and events organized or sponsored by FURY EVENTS is entirely voluntary.

I consent to administration of first aid and other medical treatment in the event of injury or illness and hereby release and indemnify Releasees from any and all liability or claims arising out of such treatment.

The Releasees reserve the right, in their sole and absolute discretion, to postpone, cancel, or modify the even due to weather conditions, Acts of God or other factors beyond the control of the Releasees that might affect the health and/or safety of the participants. No refunds will be granted.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNIN IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT

Print First and Last Name:

Phone-:

Signature:

Date: