SPRINGFIELD URBAN-WARRIOIR CHALLENGE ASSUMPTION OF RISK, WAIVER OF LIABILITY, INDEMNIFICATION AND CONSENT TO MEDICAL TREATMENT AGREEMENT

PLEASE READ THIS DOCUMENT CAREFULLY AND PROVIDE YOUR INITIALS ON EACH LINE BEFORE SIGNING . THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

Released Parties include TSW LLC (Total Services Worldwide LLC), the City of Springfield, Missouri, and all sponsors and other individuals and entities in any way related to or associated with SUC (collectively, the "releasees"), as well as all of the releasees' board members, officers, agents, employees, and volunteers, Releasing Parties include: the participant as well as participant's 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 participant's behalf.

___The TSW LLC event (hereafter referred to as the SUC event) is inherently dangerous and presents extreme obstacles and environmental conditions including, but not limited to runs, military style obstacles, going through pipes, traversing cargo nets, climbing walls, cold water, throwing or carrying heavy objects, and traversing difficult .
___I understand that the SUC event is an extreme test of my physical and mental limits that carries with it inherent risks of physical injury and/or death that cannot be mitigated and eliminated completely.
___I understand that it is my responsibility to inspect the course, facilities, equipment, and areas to be used. By participating, I am acknowledging that I have found the course, facilities, equipment and areas to be used to be safe and acceptable for participation.
___I understand, agree and accept that some of the obstacles may go through water that has not been tested for chemicals, disease, or contamination.
___I understand that the Event may contain wild animals, insects and plants.
___I VOLUNTARILY, KNOWINGLY, AND FREELY 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 PARTICIPATING IN THE SUC EVENT.
___I HEREBY FOREVER WAIVE, RELEASE, COVENANT NOT TO SUE, AND DISCHARGE TSW LLC AND THE OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS RESULTING FROM THE INHERENT RISKS OF THE SUC EVENT OR THE ORDINARY NEGLIGENCE OF TSW LLC (OR OTHER RELEASED PARTIES) THAT I MAY HAVE ARISING OUT OF MY PARTICIPATION IN THE SUC EVENT.
___In consideration of being permitted to participate in the SUC event and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby agree to hold harmless, defend and indemnify TSW LLC (and the other Released Parties) from and against: 1) Any and all claims made by me (or any Releasing Party) arising from injury or loss due to my participation in the SUC event; and 2) Against any and all claims of co-participants, rescuers, and others arising from my conduct in the course of my participation in the SUC event. For the purposes hereof, "claims" includes all actions and causes of action, claims, losses, costs, expenses and damages, including legal fees and related expenses. This indemnity shall survive the expiration or sooner termination of the SUC event.
___I represent and warrant that I am in good health and in proper physical and mental condition to safely participate in the SUC event.
___I acknowledge that SUC event hosts, 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 to notify appropriate personnel if at any point my continued participation would create a risk of danger to myself or to others.
___I represent and warrant that I am covered by medical insurance.
___In the event of an injury to me that renders me unconscious or incapable of making a medical decision, I authorize appropriate the SUC personnel and emergency medical personnel at the event to make emergency medical decisions on my behalf (including, but not limited to CPR and AED).
___I authorize the SUC event hosts to secure emergency medical care or transportation (i.e., EMS) when deemed necessary by SUC event hosts.
___I agree to assume all costs of emergency medical care and transportation.
___I agree to obey all rules (Written and/or posted) and warnings of SUC event hosts and the Venue. I further agree to comply with all directions, instructions and decisions of event hosts and Venue personnel and I agree not to challenge these rules, warnings, directions, instructions, or decisions on any basis at any time.
___I understand that the SUC event hosts have 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 SUC.
___I understand that the SUC event hosts 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.
___I agree that the SUC event hosts may delay, modify, or cancel the SUC event if conditions or emergencies, whether man-made or natural that make administering the event unsafe including, but not limited to: high wind, hail, hurricane, tornado, earthquake, and flood, acts of terrorism, fire, strike, labor difficulty, work stoppage, insurrection, war, public disaster, and unavoidable casualty. In the event of a delay, modification, or cancellation of the SUC event as described in this paragraph, I agree that I will not be entitled to a refund of my entry fee or any other costs incurred in connection with the SUC event.
___I understand that all fees and associated costs (including optional product purchases, spectator tickets, and donations), paid in registration for this SUC event are not refundable for any reason under any circumstances, including but not limited to injury, a scheduling conflict, and/or event cancellation.
___I understand that deployed military participants may be entitled to a refund on a case-by-case basis upon providing sufficient, official documentation regarding the deployment that conflicts with participating in the event.
___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.
___I agree not to consume any alcohol, or any medicine, or substance prior to the event that will inhibit my physical or mental ability to safely participate in the event. If I consume alcohol at the event, I will do so responsibly and only if I am over the legal age to do so.
___I agree that TSW LLC (and the other released parties) is not responsible for any personal item, or property that is lost, damaged, or stolen at the event.
___I consent to the use of my image in photographs, motion pictures or recordings taken at the Event for use in Event advertising, marketing or promotion.
___I assign all rights, title and interest in any and all photographs, motion pictures, recordings or other records of the Event I may take or capture to TSW grants to me a limited, non-exclusive, perpetual right and license to use, for non-commercial purposes only, any and all photographs, motion pictures, recordings or other records of the Event I may take or capture.
___I agree that all entry fee payments are final and non-refundable.
___I understand that if legal action is brought, the appropriate state or federal trial court has the sole and exclusive jurisdiction and that only the substantive laws shall apply.
___I understand and agree that this Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted and that if any provision shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be severed from this Agreement and does not affect the validity and enforceability of any remaining provisions.
___I affirm that this agreement supersedes any and all previous oral or written promises or agreements. I understand that this is the entire Agreement between me and TSW, LLC and cannot be modified or changed in any way by representations or statements by any agent or employee of TSW LLC. This Agreement may only be amended by a written document duly executed by all parties.
___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, I agree that all disputes, controversies, or claims arising out of my participation in the SUC event shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect. The cost of such action shall be shared equally by the parties.
___I acknowledge that TSW LLC has instituted its rules for the protection of the participant and co-participants. I agree to familiarize myself with those rules and follow them throughout the event. I also recognize the authority of TSW LLC to halt my participation (and, if necessary, have me removed from the premises) if my participation, conduct, or presence endangers myself or my co-participants.
(Check one) ___I am at least 18 years old **OR**___I am at least 15 years old and my Parent/Guardian has reviewed this Waiver and consented to its terms.

Acknowledgment of Understanding:
___I have read this Assumption of Risk, Waiver of Liability, and Indemnification Agreement and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue. I further acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability due to ORDINARY NEGLIGENCE of TSW LLC (and other Released Parties) or the INHERENT RISKS of the activity, to the greatest extent allowed by law.
___I understand that my participation in the event will be denied if my signature (or the signature of my parent/guardian if I am under the age of 18) does not appear on this Waiver prior to my participation in the event.

_____ _____ _____
Signature of Participant **Date** **Name (Printed)**

ONLY COMPLETE SECTION BELOW IF YOU ARE A PARENT OR GUARDIAN OF A PARTICIPANT UNDER THE AGE OF 18
I, the parent or guardian of the above named participant ("Minor"), give my approval for Minor's participation in the Event. I assume all risks and hazards incidental to Minor's participation in the Event and I release, waive, dischare, absolve, indemnify, agree to hold harmless and covenant to sue the Releasees for any claim arising out of an injury to the Minor and from any and all claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of any 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 Minor's attendance at and participation in the Event, whether or not caused by the Releasees' negligence or gross negligence. I consent to the foregoing, grant permission for Minor to participate in the Event and acknowledge that I have carefully analyzed, accepted and agreed to the terms of the Waiver, know and understand its contents and sign below on my own free act and deed.

_____ _____ _____
Parent/Guardian Name (Signed) **Date** **Parent's/Guardian's First and Last Name (Printed)**