

THE LANRICK CHALLENGE

ASSUMPTION OF RISK, LIMITATION OF LIABILITY AND INDEMNITY AGREEMENT

PARTICIPANTS: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

The Lanrick Challenge

Definitions and Interpretation

“Claim(s)” means all claims and actions for losses, costs, expenses and damages, including legal fees and related expenses;

“I /me/my/Participant” is you, who will be a participant in **The Lanrick Challenge** event and has signed this Agreement below;

“Inherent Risks” are described below in the paragraph headed “Assumption of Inherent Risks”;

Released Parties are together **The Lanrick Challenge** and its affiliates, officers, employees, agents, contractors, insurers, spectators, equipment suppliers, and volunteers; VENUE, officers, employees, agents, contractors, insurers, equipment suppliers, and volunteers; all **The Lanrick Challenge** event sponsors, organisers, promoters, officials, property owners and/or occupiers, 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.

Releasing Parties are together my spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else bringing a Claim against **The Lanrick Challenge** or the Released Parties on my behalf.

“**The Lanrick Challenge** event is **The Lanrick Challenge** event that is taking place at the Venue further described below in the paragraph headed “Assumption of Inherent Risks”;

Paragraph headings shall not affect the interpretation of this Agreement. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

Assumption of Inherent Risks. **The Lanrick Challenge** event is meant to be an extreme test of toughness, strength, stamina, camaraderie, and mental grit that takes place in one place in one day. It is not a race against other contestants, but rather a competition with oneself and the course. The object is to complete the course. The Venue is part of the challenge and **The Lanrick Challenge** event will usually be held in hostile environments that might include extreme heat or cold, snow, fire, mud, extreme changes in elevation, and water. 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 or carrying heavy objects, and traversing muddy areas. In summation, **The Lanrick Challenge** event is a hazardous activity that presents the ultimate physical and mental challenge to participants.

The Lanrick Challenge will use reasonable care and skill to provide a Venue that is fit and suitable for **The Lanrick Challenge** event bearing in mind the paragraph above.

I acknowledge that **The Lanrick Challenge** event is an extreme test of my physical and mental limits that carries with it inherent risks of physical injury. Inherent risks are risks that cannot be eliminated completely (without changing the challenging nature of **The Lanrick Challenge** event) regardless of the care, measures and precautions taken by **The Lanrick Challenge** and are further described below (“Inherent Risks”). I also understand that it is an extremely strenuous event and that there are risks and dangers generally in taking part in such activities. I understand that these hazards may be magnified due to the fact that the LC event may be conducted under what may be extreme conditions and circumstances.

I understand and acknowledge that the Inherent Risks include, but are not limited to: 1) my contact or collision with other persons or objects (e.g. with spectators or course personnel, other participants, motor vehicles, machinery, or natural or man-made fixed objects or obstacles); 2) my encounter with **The Lanrick Challenge** event obstacles (e.g. natural and man-made water, road and surface hazards, close proximity and/or contact with thick smoke and open flames, barbed wire, pipes, and electric shocks); 3) extremely challenging course conditions; 4) weather-related hazards (e.g. extreme heat, extreme cold, humidity, ice, rain, fog); 5) judgment and/or behaviour related problems by me during the event; 6) erratic or inappropriate co-participant behaviour; and 7) natural hazards (e.g. uneven terrain, rock falls, lightning strikes, earthquakes, wildlife attacks, contact with poisonous plants, marine life and/or ticks).

I understand and acknowledge that any of these Inherent Risks and others, not specifically named, may cause injury or injuries that may be categorised as minor, serious, or catastrophic:

Minor injuries are common and may include, but are not limited to: scrapes, bruises, sprains, nausea, and cuts.

Serious injuries are less common, but do sometimes occur. They include, but are not limited to: property loss or damage, broken bones, torn ligaments, concussions, exposure, heat-related illness, mental stress or exhaustion, infection, and concussions.

Catastrophic injuries are rare; however, we feel that our participants should be aware of the possibility. These injuries can include permanent disabilities, spinal injuries and paralysis, stroke, heart attack and even death.

I understand that it is my responsibility to consult with my general practitioner ("GP") prior to participating in **The Lanrick Challenge** event to ensure that I am fit and well enough to take part and that my participation will not pose any unusual or serious risks to my health and well-being.

If I believe or become aware that any aspects of **The Lanrick Challenge** event course, facilities or equipment are unsafe or pose unreasonable risks, I agree to immediately notify appropriate **The Lanrick Challenge** and/or Venue personnel. I accept full and sole responsibility for the condition and adequacy all of my own equipment that I bring to the Venue.

I understand fully the Inherent Risks involved in **The Lanrick Challenge** event and assert that I am willingly and voluntarily participating in **The Lanrick Challenge** event. I have read the preceding paragraphs and acknowledge that:

- 1) I understand the nature of **The Lanrick Challenge** event;
- 2) I understand the demands of the activities at **The Lanrick Challenge event** relative to my physical condition;
- 3) I appreciate the potential impact of the types of injuries that may result from my participation in **The Lanrick Challenge** event; and
- 4) I hereby confirm that I knowingly assume all of the Inherent Risks of **The Lanrick Challenge** event.
- 5) I understand that **The Lanrick Challenge** recommends that I check that I have health insurance which covers any injuries I may suffer as a result of participating in **The Lanrick Challenge** event.

Limitation of Liability I hereby forever waive, release, covenant not to Claim, and discharge **The Lanrick Challenge** and the other Released Parties from any and all Claims that I may have arising out of my participation in **The Lanrick Challenge** event:

- 1) resulting from the Inherent Risks e.g. for personal injury (including death) from incidents or illnesses arising from **The Lanrick Challenge** event participation, which may include injury caused during practice runs, **The Lanrick Challenge** event, and while at the Venue location (including, but not limited to stands, pavements, parking areas, toilet facilities and dressing facilities); and/or
- 2) resulting from damage to, loss of, or theft of my property during **The Lanrick Challenge** event;

EXCEPT THAT nothing in this Agreement shall limit or exclude either **The Lanrick Challenge** or the Released Parties' liability for death or personal injury resulting from its negligence. I understand that I (or any Releasing Parties acting on my behalf) am entitled to bring a Claim against **The Lanrick Challenge** and/or the Released Parties for death or personal injury caused as a result of the negligence of **The Lanrick Challenge** and/or any of the Released Parties (as applicable).

Indemnity I hereby agree to reimburse **The Lanrick Challenge** and the other Released Parties in respect of:

- 1) any and all Claims made by any Releasing Party arising from injury or loss due to my participation in **The Lanrick Challenge** event; and
- 2) any and all Claims of co-participants, rescuers, and others arising from my conduct in the course of my participation in **The Lanrick Challenge** event;

EXCEPT FOR Claims arising from either **The Lanrick Challenge's** or the Released Parties' negligence, breach of contract or breach of statutory duty. This indemnity shall survive the expiration or sooner termination of **The Lanrick Challenge** event Venue and Jurisdiction I understand that if legal action is brought in connection with this Agreement or its subject matter, the courts of Scotland shall have the sole and exclusive jurisdiction over the action and that only the substantive laws of Scotland shall apply.

Severability I understand and agree that this Agreement is intended to be as broad and inclusive as is permitted by laws of Scotland and that if any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, unlawful, void, or for any reason unenforceable, then that provision or part-provision shall, to the extent required, be deemed to be deleted from this Agreement, and the validity and enforceability of any remaining provisions of this Agreement shall not be affected.

Entire Agreement This Agreement supersedes any and all previous oral or written promises or agreements. I understand that this is the entire Agreement between me and **The Lanrick Challenge** relating to its subject matter, and cannot be modified or changed in any way by representations or statements by any agent or employee of **The Lanrick Challenge**. I agree that this Agreement may only be amended by a written document duly executed by **The Lanrick Challenge** on giving me at least 30 days written notice prior to the date of **The Lanrick Challenge** event. If I do not agree to the amended terms of this Agreement I must let **The Lanrick Challenge** know in writing at least 7 days before the date of **The Lanrick Challenge** event ("Refusal") and I acknowledge that I shall not be permitted to take part in **The Lanrick Challenge** event. In these circumstances the entry fee that I have paid shall be refunded to me within 30 days of the date of my Refusal. If I do not send **The Lanrick Challenge** a Refusal I shall be deemed to have accepted the amended terms of this Agreement. For the purpose of this provision a reference to "writing" includes email.

Agreements for the Protection of Participants

- I confirm that I am in good health and in proper physical condition to safely participate in **The Lanrick Challenge** event. I confirm that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in **The Lanrick Challenge** event, or that would result in my participation creating a risk of danger to myself or to others.
- I acknowledge that **The Lanrick Challenge** recommends and encourages that I obtain medical clearance from my GP prior to participation.

- I confirm that I have not been advised or cautioned against participating in **The Lanrick Challenge** event by any medical practitioner.
- I understand that it is my responsibility to continuously monitor my own physical and mental condition during **The Lanrick Challenge** event, and I agree to withdraw immediately and to notify appropriate **The Lanrick Challenge** and/or Venue personnel if at any point my continued participation would create a risk of danger to myself or to others.
- In the event of an injury to me that renders me unconscious or incapable of making a medical decision, I authorise appropriate **The Lanrick Challenge** personnel and emergency medical personnel at **The Lanrick Challenge** event to make emergency medical decisions on my behalf (including, but not limited to CPR and use of an Automated External Defibrillator).
- I authorise **The Lanrick Challenge** to secure emergency medical care or transportation for me when deemed necessary by **The Lanrick Challenge**.
- I acknowledge that **The Lanrick Challenge** has instituted its rules for the protection of everyone attending **The Lanrick Challenge** event including its participants. I acknowledge that I must sign the Entry Participation Agreement in order to participate in **The Lanrick Challenge** event and I agree to familiarise with all of the rules contained in that agreement and follow them throughout **The Lanrick Challenge** event. I agree that **The Lanrick Challenge** may stop or prevent my participation in **The Lanrick Challenge** event (and, if necessary, have me removed from the Venue) if my participation, conduct, or presence endangers myself or any other person present at **The Lanrick Challenge** event.

Acknowledgment of Understanding I have read this Agreement and fully understand its terms. I understand that I am limiting my rights, including my right to sue. I further acknowledge that I am signing the Agreement freely and voluntarily.

DECLARATION

1) I understand that participating in **The Lanrick Challenge** event is a physically challenging and potentially dangerous activity and involves the risk of serious injury and/or death.

2) I assert that I am in good health and in proper physical condition to safely participate in **The Lanrick Challenge** event. I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in **The Lanrick Challenge** event, or that would result in my participation creating a risk of danger to myself or to others.

COURSE RULES

Entry and Participation Agreement

Rules: I agree that my participation in **The Lanrick Challenge** event and related activities is subject to:

1. the terms of this Entry and Participation Agreement, my consent to the terms of the Assumption of Risk, Limitation of Liability and Indemnity Agreement;
2. all written terms, rules and regulations at the site of **The Lanrick Challenge** event ("Venue") and **The Lanrick Challenge** website www.lanrickchallenge.com
3. all directions, instructions and decisions of **The Lanrick Challenge**, whose offices are at The Broich Doune FK16 6HJ and Venue personnel on the day of **The Lanrick Challenge** event.

Emergency Delay or Cancellation: I acknowledge that **The Lanrick Challenge** at its sole discretion may delay, modify, or cancel **The Lanrick Challenge** event if conditions or natural or man-made emergencies make administering or holding **The Lanrick Challenge** event unreasonably difficult or unsafe. I agree that "emergency" is defined to mean any event beyond the control of **The Lanrick Challenge**, including but not limited to: high wind, extreme rain, hurricane, tornado, earthquake, flood, terrorism, fire, threatened or actual strike, labour difficulty, insurrection, war, public disaster, and/or unavoidable casualty.

Refunds: I acknowledge that **The Lanrick Challenge** event fee and associated costs (including optional product purchases, spectator tickets, and donations) are non-refundable, including in circumstances where I am unable to attend due to illness or injury or a scheduling conflict, unless: 1) **The Lanrick Challenge** cancels or materially delays or alters **The Lanrick Challenge** event, 2) **The Lanrick Challenge** makes a significant change to the Venue, or 3) **The Lanrick Challenge** changes the date of **The Lanrick Challenge** event so that I am no longer able to attend.

In circumstances (1), (2) or (3) above, **The Lanrick Challenge** may offer me the right to attend a different **The Lanrick Challenge** event in the UK at no additional charge (and if I agree to this, I shall not be entitled to any refund). Alternatively **The Lanrick Challenge** may issue me with a refund of my event fee at **The Lanrick Challenge's** sole discretion acting reasonably.

If I am unable to attend **The Lanrick Challenge** event because I have been called to active military duty and I can provide official documentation regarding my deployment which conflicts with my participation in **The Lanrick Challenge** event, **The Lanrick Challenge** may (but is not obliged to) issue me with a refund of my event fee.

Removal from **The Lanrick Challenge** event or Venue: I acknowledge that **The Lanrick Challenge** personnel and/or Venue personnel may prohibit or stop anyone from taking part in **The Lanrick Challenge** event and/or immediately remove anyone from the Venue if they believe such person has disobeyed any applicable rules, regulations, directions, instructions, decisions, or laws; or whose behaviour endangers safety or negatively affects that person, any other person, facility, or property of any type or kind.

Attitude and Behaviour: On the day of **The Lanrick Challenge event** I agree to (i) behave appropriately at all times; (ii) act respectfully towards all people, equipment, property and facilities; and (iii) participate in **The Lanrick Challenge** event with a cooperative and positive attitude.

Alcohol & Drugs: I agree that: 1) I will not be under the influence of alcohol or any non-prescription drugs during my participation in the obstacle course at **The Lanrick Challenge** event; and 2) I shall not consume alcohol excessively or be under the influence of any illegal drugs at the after party on the day of **The Lanrick Challenge** event.

Data Protection and Marketing: I agree that: 1) in the case of an emergency **The Lanrick Challenge** and/or Venue personnel may use the emergency contact details I provided when I registered for **The Lanrick Challenge** event; 2) should I receive medical assistance at **The Lanrick Challenge** event data collected on an accident form will be held on **The Lanrick Challenge's** database and shall be handled in accordance with the terms of the Data Protection Act 1998 in accordance with **The Lanrick Challenge's** privacy policy, which is available on www.lanrickchallenge.com and 3) **The Lanrick Challenge** may share any data I provide to it, including personal data collected from me by registering online, to any of its group companies and group business contacts within and outside the European Economic Area for use in connection with **The Lanrick Challenge** event (even where the country or territory in question is not identified as one that maintains adequate data protection standards). By giving us your personal information, you expressly consent to our collection, use and disclosure of your personal information as described in **The Lanrick Challenge's** privacy policy which can be found at www.lanrickchallenge.com. When you submit personal information to us, we may use your personal information to contact you, and we may provide it to certain third parties for marketing or promotional purposes. You have the right to ask us not to process your personal data for marketing purposes. You may always opt-out of receiving future e-mail messages and newsletters from us or request that your information be removed from our website or corrected. To make such a request, you can send us a message at info@lanrickchallenge.com.

Specific Rules : I acknowledge and agree that on the day of **The Lanrick Challenge** event: 1) I shall not urinate or defecate outside of designated areas at the Venue; 2) I shall not bring any animals to the Venue; 3) I shall not use any wheeled equipment during my participation in the obstacle course at the Lanrick Challenge event; 4) I shall not wear any clothing or use any props or equipment that may pose a risk to myself, participants, spectators or personnel; and 5) I shall abide by all instructions and directions of **The Lanrick Challenge** and Venue personnel and all **The Lanrick Challenge** and Venue rules and regulations.

Photography: I understand that any and all photographs, motion pictures, recordings, and/or likenesses of me captured during **The Lanrick Challenge** event by **The Lanrick Challenge**, its affiliated entities or contractors, and/or the media ("Relevant Other Parties") become the sole property of **The Lanrick Challenge** and/or Relevant Other Parties (as applicable). I acknowledge that such photographs, motion pictures, recordings, and/or likenesses of me may be edited disseminated, adapted, modified copied, used, exploited in whole or in part in all media and formats throughout the world in perpetuity for any legitimate commercial or non-commercial purpose, including but not limited to promoting, advertising, and marketing **The Lanrick Challenge** and **The Lanrick Challenge** events, without prior notice or compensation. I further understand that **The Lanrick Challenge** and the Relevant Other Parties have the full right to sell and/or profit from the commercial use of such photographs, motion pictures, recordings, and/or likenesses. I also grant **The Lanrick Challenge** the permission to use my name in connection with its legitimate commercial and non-commercial purposes including but not limited to promoting, advertising, and marketing **The Lanrick Challenge** and **The Lanrick Challenge** events without prior notice or compensation.

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Signature:	
Name:	
Date:	
Booking ID: <i>You will find this on your ticket.</i>	