



Participant Waiver: Escape The Woods, LLC.

#### ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

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

#### Parties

Released Parties include Escape The Woods, LLC and its directors, officers, employees, agents, contractors, insurers, spectators, equipment suppliers, and volunteers;

VENUE and its directors, officers, employees, agents, contractors, insurers, equipment suppliers, and volunteers; all Escape The Woods, LLC. 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.

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.

#### Assumption of Inherent Risks:

The Escape The Woods event (hereafter referred to as the ETW event) is an outdoor educational and survival training competition that takes place over one or two days based upon the ticket that is purchased. During the course of the event, participants will be exposed to the elements which may or may not include rain, storms, lightning, hail or other in climate weather. This event will continue regardless of weather and without a refund due to weather. Some activities will include walking or running over and through a wooded area and uneven terrain. Some activities will include working with knives or other sharp tools that are used during a survival situation. Some activities will include the creation and management of a fire and will have the potential of bodily harm. Activities will include the use of sling shots, bow and arrows and other devices like traps that have the potential of recoil and bodily injury. While proper safety procedures and safety glasses will be provided, it will be incumbent upon each participant to use said safety procedures and equipment in an appropriate matter at all times. Survival training and the associated competition is a hazardous activity that presents a physical and mental challenge to our participants.

I acknowledge that the ETW event is a 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 regardless of the care and precautions taken by Escape The Woods, LLC. (hereafter used when referring to the corporate entity and protected parties).

I also understand that it is an outdoor activity with the accompanying risks and dangers generally present in such activities. I understand that these activities may be magnified due to the fact that the ETW event could be conducted under what may be considered extreme conditions and circumstances.

I understand and acknowledge that the inherent risks include, but are not limited to: 1) Being cut with a knife or sharp object while training or competing in the event. 2) Being burned while in training or competing in the event. 3) contact or collision with persons or objects (e.g., collision with spectators, other participants or trainers) 4) equipment related hazards (e.g., broken, defective or inadequate competition equipment, unexpected equipment failure. 5) weather-related hazards (e.g., extreme heat, extreme cold, humidity, ice, rain, fog); 6) inadequate or negligent first aid and/or emergency measures; 6) judgment- and/or behavior-related problems (e.g., erratic or inappropriate co-participant behavior, erratic or inappropriate behavior by the participant, errors in judgment by personnel working the event; 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 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. Minor injuries may include, but are not limited to: scrapes, bruises, sprains, nausea, and cuts. Serious injuries are less common, but could 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.

I also understand that it is my responsibility to consult with my personal physician prior to participating in the ETW event to ensure that such participation will not pose any unusual risks to my health and well-being.

I understand that it is my responsibility to inspect the venue, facilities, equipment, and areas to be used, and if I believe or become aware that any are unsafe or pose unreasonable risks, I agree to immediately notify appropriate personnel. By participating in the event, I am acknowledging that I have found the venue, facilities, equipment, and areas to be used to be safe and acceptable for participation. I accept full and sole responsibility for the condition and adequacy of my equipment whether provided by ETW or brought to the event by myself or a teammate.

I understand fully the inherent risks participating in the ETW event and assert that I am willingly and voluntarily participating in the event. I have read the preceding paragraphs and acknowledge that 1) I know the nature of the ETW event; 2) I understand the demands of this activity relative to my physical condition; and 3) I appreciate the potential impact of the types of injuries that may result from the ETW event. 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 may incur as a result of participating in the ETW event.

Waiver of Liability for ORDINARY NEGLIGENCE: In consideration of being permitted to participate in the ETW event, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I (on behalf of the

Releasing Parties) hereby forever waive, release, covenant not to sue, and discharge Escape The Woods, LLC and the other Released Parties from any and all claims resulting from the INHERENT RISKS of the ETW event or the ORDINARY NEGLIGENCE of Escape The Woods, LLC. (or other Released Parties) that I may have arising out of my participation in the ETW event.

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from the ETW event participation, which includes injury during outdoor training, observation, event competition, , medical treatment and while on the premises (including, but not limited to stands, sidewalks, parking areas, restrooms and first-aid tents); and 2) any and all claims resulting from damage to, loss of, or theft of property.

Indemnification Agreement: In consideration of being permitted to participate in the ETW 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 Escape The Woods, 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 ETW 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 ETW event. For the purposes hereof, "claims" includes all actions and causes of action, claims, demands, losses, costs, expenses and damages, including legal fees and related expenses. This indemnity shall survive the expiration or sooner termination of the ETW event.

#### Other Agreements

Venue and Jurisdiction: I understand that if legal action is brought, the appropriate state or federal trial court for the state in which the ETW Event is held has the sole and exclusive jurisdiction and that only the substantive laws of the State in which the ETW Event is held shall apply.

Severability: 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 by the state in which the ETW Event is held 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.

Integration: 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 Escape The Woods, LLC and cannot be modified or changed in any way by representations or statements by any agent or employee of Escape The Woods, LLC. It may only be amended by a written document duly executed by all parties.

Mediation and Arbitration: 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 ETW 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 further acknowledge and agree that any question, issue, or dispute as to the arbitrability of any dispute, controversy, or claim arising out of my participation in the ETW event, will be submitted to an arbitrator in accordance with the applicable rules of the American Arbitration Association then in effect. The Arbitration Rules of the American Arbitration Association are available on-line at [www.adr.org](http://www.adr.org).

#### Agreements for the Protection of Participants:

- I represent and warrant that I am in good health and in proper physical condition to safely participate in the ETW event. I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in the ETW event, or that would result in my participation creating a risk of danger to myself or to others.
- I represent and warrant that I am in full command of my faculties and am not under the influence of alcohol or drugs.
- I agree not to participate in an ETW event while under the influence of alcohol and/or drugs.
- I acknowledge that Escape The Woods, LLC 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.
- 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 Escape The Woods personnel and or emergency medical personnel at the event to make emergency medical decisions on my behalf (including, but not limited to CPR and AED ).
- I authorize Escape The Woods, LLC to secure emergency medical care or transportation (i.e., EMS) when deemed necessary by Escape The Woods, LLC.
- I agree to assume all costs of emergency medical care and transportation.
- I also recognize the authority of Escape The Woods, 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.

**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 freely and voluntarily agreeing to the agreement and participating in the ETW event, and intend my acceptance to be a complete and unconditional release of all liability due to ORDINARY NEGLIGENCE of Escape The Woods, LLC (and other

Released Parties) or the INHERENT RISKS of the activity, to the greatest extent allowed by law in the State in which the ETW Event is held.

#### DECLARATION

1) I understand that participating in the ETW 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 ETW event. I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in the ETW event, or that would result in my participation creating a risk of danger to myself or to others.

#### COURSE RULES

##### Entry and Participation Agreements

Rules: I agree to comply with all directions, instructions and decisions of Escape The Woods, LLC 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 Escape The Woods, LLC at its sole discretion may delay, modify, or cancel the ETW 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 Escape The Woods, LLC, 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, modification, or cancellation of the ETW 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 ETW event.

Govern Participation: I understand that Escape The Woods, LLC 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 Escape The Woods, LLC.

Removal from Course: I understand that Escape The Woods, LLC 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 event.

Refund Policy: I hereby understand and acknowledge that all fees and associated costs (including optional product purchases, spectator tickets, and donations), paid in registration for this Escape The Woods event are NOT REFUNDABLE FOR ANY REASON, under any circumstances, including but not limited to injury, a scheduling conflict, and/or event cancellation. I also understand that active duty or 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.

**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 ETW 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 ETW event. I further understand that alcohol consumption during the event is prohibited and alcohol consumption following the event is discouraged by EscapeThe Woods, LLC. I agree to take full responsibility for any decision to consume alcohol following the event.

**Photography:** I understand that any and all photographs, motion pictures, recordings, and/or likenesses of me captured during the ETW event by Escape The Woods, LLC, its affiliated entities or contractors, and/or the media become the sole property of Escape The Woods, LLC. I grant the right, permission and authority to Escape The Woods, LLC and its designees to use my name and any such photographs, motion pictures, recordings, and/or likenesses for any legitimate purpose, including but not limited to promoting, advertising, and marketing activities. I further understand that Escape The Woods, LLC and its designees have the full right to sell and/or profit from the commercial use of such photographs, motion pictures, recordings, and/or likenesses. Beyond this, I give the same full authorization as stated above for any video images that are taken by myself or a teammate and later uploaded to the Escape the Woods, LLC website, or any other social media website for the purpose of winning

**Majority Age:** I affirm that I have reached majority age (or will have reached that age by the date of the ETW event. Majority age is 18 in all states except Alabama (age 19), Missouri (age 19), Nebraska (age 19), Mississippi (age 21).