REEBOK SPARTAN RACE SERIES

PARTICIPANT AGREEMENT WAIVER & RELEASE

In consideration for being allowed to participate as a competitor, spectator and/or volunteer (collectively “Participant”) in the Spartan Race Event on August 22, 2015 at Wintergreen Resort (the "Event"), I agree to abide by all of the following rules, requirements and regulations (“Agreement”):

NOTICE AND ASSUMPTION OF RISK

1. I understand that the Event is an extreme test of physical ability and mental limits. The Event is a specialized extreme adventure event. I understand that there are serious risks involved in participating in the Event and that the Event is a potentially hazardous activity. I understand that participating in the Event could result in serious, permanent, catastrophic injury or death. I am aware of these risks and I voluntarily assume the risk of all injuries or death that relate or pertain to my participating in the Event. I understand that the nature of my injuries (other than death) that relate or pertain to my participating in the Event may include, but not be limited to: (i) drowning; (ii) near-drowning; (iii) sprains; (iv) strains; (v) fractures; (vi) heat and cold injuries; (vii) over-use syndrome; (viii) injuries involving vehicles; (ix) animal bites and/or stings; (x) contact with poisonous plants; (xi) accidents involving, but not limited to, contact with other participants; contact or collision with Event Obstacles; contact or collision with natural and man-made objects; submersion; drowning; holes; variations in terrain and/or uneven terrain; rocks, trees, debris and stumps; close proximity and/or contact with thick smoke and/or open flames; falls; illness; infection; contact or collision with spectators, personnel, or other pedestrians; contact or collision with motor vehicles or machinery; injuries from wildlife, plants and insects; and adverse weather conditions.

2. I understand and agree that it is my responsibility to determine whether I am sufficiently fit, healthy, skilled and physically trained to safely participate in the Event. I certify that I am, and on the date of the Event will be, in good health and in proper physical and mental condition to safely participate in the Event. I certify that I do not suffer from any physical or mental conditions that may affect my ability to safely participate in the Event. I certify that I do not have back, heart or other conditions that may prevent me from safely participating in the Event. I agree that if I am not in proper physical and mental condition on the day of the Event, or if I have any questions about my ability to safely participate in the Event, that I will not participate in the Event. I understand that it is my responsibility to monitor my physical and mental condition during the Event. I agree to withdraw immediately and to notify Event personnel if my participation may create a risk or danger to myself or others.

3. Competing in the Event involves completing the Event Course (“Course”) which includes obstacles and features (“Obstacles”) located on the Course. I understand that the Obstacles are purely voluntary. I understand that I am free to avoid and/or not use the Obstacles. I understand that in order to compete safely in the Event, I must know how to swim and be a competent swimmer. I understand that I will have the opportunity to inspect the entire Course to confirm that I am comfortable with the Course and the Obstacles. If I have any questions or concerns regarding the safety of the Event, or my ability to safely compete in the Event, I agree that I will not compete in the Event.

4. Participating in the Event could result in serious, permanent, catastrophic injury or death. I voluntarily and expressly assume the risk of all injuries or death that relate or pertain to my participation in the Event. I am aware of the risks of participating in the Event and I expressly, knowingly and voluntarily accept those risks including, but not limited to: contact or collision with other participants; contact or collision with Event Obstacles; contact or collision with natural and man-made objects; submersion; drowning; holes; variations in terrain and/or uneven terrain; rocks, trees, debris and stumps; close proximity and/or contact with thick smoke and/or open flames; falls; illness; infection; contact or collision with spectators, personnel, or other pedestrians; contact or collision with motor vehicles or machinery; injuries from wildlife, plants and insects; and adverse weather conditions.

5. I understand that I may require medical assistance during the Event. I consent to receive first aid, medical care and treatment as determined by appropriate Event personnel. I certify that on the date of the Event, I will possess and be covered by, medical/health insurance. I agree to assume liability for any and all medical costs incurred as a result of my participation in the Event and agree to indemnify and hold harmless the Released Parties (as defined in Paragraph 7) from all liability for such costs including liens.

6. I understand that my Event Pass is revocable at any time and is non-transferrable. I understand and agree that if I transfer my Event Pass in violation of this Agreement, I will be fully responsible for all injuries and/or death to the person I provide my Event Pass to, and for all injuries and/or death to other participants injured by the individual using my Event Pass. The Released Parties reserve the right to postpone, cancel, or modify the Event due to weather conditions, Acts of God, or other factors beyond the control of the Released Parties that might affect the health and/or safety of the participants. No refunds will be granted.

RELEASE OF CLAIMS

7. In consideration of being permitted to participate in the Event, I hereby release Spartan Race, Inc., Reebok International Ltd., Reebok International Limited, NBC Sports Ventures, LLC and Wintergreen Pacific, LLC. d/b/a Wintergreen Resort, their respective parents, subsidiaries, officers, directors and employees, Event staff, Event volunteers and Event sponsors (collectively “Released Parties”) from
any and all present and future claims, lawsuits, actions, proceedings, losses, damages, requests for medical expenses, fines and judgments (collectively “Claims”) that may be made by me, or on my behalf, that relate or pertain to the Event. This includes all Claims for property damage, personal injury and death that relate or pertain to the Event.

8. I voluntarily make this agreement because I understand that the Event is an extreme activity, that there are inherent risks involved in participating in the Event, and that engaging in those risks is one of the primary reasons I have voluntarily decided to participate in the Event. I acknowledge and agree that the risks associated with the Event are open and obvious and that I have been informed and warned of those risks. In addition, prior to competing in the Event I will have the opportunity to inspect the Course and Obstacles and I will not compete in the Event unless I believe it is safe to do so. For these reasons, and given the unique and extreme nature of this Event, I hereby waive and release all Claims against the Released Parties.

INDEMNITY AGREEMENT

9. In consideration of being permitted to participate in the Event and use Wintergreen’s facilities, I agree to indemnify, hold harmless and defend the Released Parties from any Claims, liabilities, losses, attorneys’ fees and court costs that may result from any claims or causes of action arising from my participation in the Event. I do so regardless of whether the Released Parties are negligent.

DISPUTES

10. I agree that any dispute arising under this Agreement or relating to the Event shall be submitted to mediation prior to filing a lawsuit. Only after mediation has been conducted may a lawsuit then be filed. Any such lawsuit shall be filed in the U.S. District Court for the Western District of Virginia or the Circuit Court of Nelson County, Virginia. In the event of litigation, I agree that discovery depositions may be used in support of motions for summary judgment.

11. By participating in this Event, I agree to comply with all of the rules, requirements and regulations contained in this Agreement. I understand that if I do not accept all of the terms and conditions in this Agreement that I should not participate in this Event.

*I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.*

Participant Name (PRINT): __________________________________________________

Signature __________________________________________ Date ________________ Phone ____________________

EMERGENCY CONTACT (required) Name________________________________________ Phone ____________________

MINORS: IF UNDER 18 – SIGNATURE OF PARENT OR GUARDIAN (required)

The undersigned, ____________________________, hereby certifies, warrants and represents that I am the legal parent or guardian of ____________________________, the signer of the above Release (the “Participant”), and that after fully informing myself regarding the nature and risks of the Event, I give my permission for Participant to participate in the same and by my signature below I fully ratify, accept and agree to all of the terms of the above Release both for myself individually and as the legal parent or guardian of the Participant.

Parent/Guardian Name (PRINT): ___________________________ Relationship to minor __________________

Signature __________________________________________ Phone ____________________