

TOTAL WARRIOR WAIVER



I confirm that (please tick all boxes):

- I am the person who entered on the website.....
- I am 16 or over on the date of the event (14 or over if participating in TW Half)
- I consider myself fit and able to complete the course and have advised the organisers of any of my medical conditions.....
- I am voluntarily taking part and appreciate the risks involved in such an event.....

1. I understand that participating in Total Warrior is a hazardous activity. I acknowledge that Total Warrior is an extreme test of my physical and mental limits that carries with it inherent risks of physical injury that cannot be eliminated completely, including but not limited to an above-average risk of death and/or serious injury.
2. I expressly, knowingly and voluntarily assume all of the risks of participating in Total Warrior. I understand and acknowledge that these risks include, but are not limited to: falls; illness; infection; contact or collision with spectators, personnel, and other pedestrians; contact or collision with motor vehicles; contact or collision with other participants of varying skill levels; contact and the effects of contact with natural and man-made fixed objects; natural and man-made water, road and surface hazards; close proximity and/or contact with thick smoke and/or open flames; dangers arising from weather conditions, including but not limited to extreme heat, cold, humidity, ice, rain, or fog; imperfect course conditions.
3. I understand and acknowledge that these risks may cause harms including, but not limited to: bodily injury, ranging from minor to severe; illness or infection, ranging from minor to severe; physical and/or mental effects of exposure to extreme conditions and circumstances, ranging from minor to severe; temporary or permanent disability; paralysis; death; and property damage or loss.
4. I understand that the risks of participating in Total Warrior may be caused in whole or in part by: my own actions or inactions; the actions or inactions of other participants; the actions or inactions of spectators or other pedestrians; and/or the acts, inactions, or negligence of the Released Parties (as defined below).
5. I accept full and sole responsibility for the condition and adequacy of my clothing and equipment.
6. I expressly assume all risks and take full responsibility for any and all damages, liabilities, losses, or expenses that I incur as a result of participating in Total Warrior.
7. I agree that it is my responsibility to determine whether I am sufficiently fit, healthy, skilled and physically trained to safely participate in Total Warrior. I hereby represent that I am, and on the date of Total Warrior will be, in good health and in proper physical condition to safely participate in Total Warrior. I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in Total Warrior, or that would result in my participation creating a risk of danger to myself or to others. I further certify that I have not been advised or cautioned otherwise by a medical practitioner.
8. I understand that the Course is such an extreme test of human physical and mental limits that I may not be able to safely complete it, even if I am sufficiently fit, healthy, skilled and physically trained to safely participate. I understand that it is my responsibility to continuously monitor my own physical and mental condition during the Course, and I agree to withdraw in accordance with instructions provided in the pre-race briefing and to notify appropriate personnel if at any point my continued participation would create a risk of danger to myself or to others. I acknowledge and agree that I will not be reimbursed any portion of any fees paid for participation in Total Warrior if I withdraw before completing the Course, as I understand that all fees are paid only in exchange for the opportunity to participate to the best of my ability as described in this document, and in no way reflect an entitlement to complete the Course.
9. I understand that I am strongly advised to consult a medical practitioner before participating, especially if I am pregnant, disabled, or have recently suffered any illness, injury, or impairment.
10. I assume full responsibility for any injury, loss or damage associated with my use or consumption of alcohol and/or drugs at any point before, during or after Total Warrior. I understand the dangers associated with the use or consumption of alcohol and/or drugs and I recognise that such use or consumption might impair my judgment and motor skills. I certify that I am not, and on the date of Total Warrior will not be, under the influence of alcohol or any drugs that would in any way impair my ability to safely participate in Total Warrior. I assume full responsibility for any injury or loss to myself or to others and for any damage to any personal or real property associated with my use or consumption of alcohol and/or drugs at any point during Total Warrior.
11. I further understand that the risks and dangers described in the paragraph above include but are not limited to all risks and dangers associated with the consumption of alcohol after participation in the Course. I understand that the Course is an extreme test of mental and physical fitness and that the risks and dangers of consuming alcohol after such a test may be magnified. I take full responsibility for any decision to consume alcohol after completing the Course and I understand that it is my responsibility to know my own limits. I also understand that the responsibility for injury, loss or damage that I assumed in the paragraph above includes but is not limited to full responsibility for any injury or loss to myself or to others and for any damage to any personal or real property associated with any such decision to consume alcohol.
12. I hereby indemnify and agree to hold harmless Total Warrior and its directors, officers, employees, agents, contractors, insurers and volunteers; all Total Warrior event sponsors, organisers, promoters, directors, officials, property owners, and advertisers; all other persons or entities involved with Total Warrior; all city, town, county, and other governmental bodies and/or municipal agencies whose property and/or personnel are used and/or who in any way assist with Total Warrior; and any or all parent, subsidiary or affiliate companies, licensees, officers, directors, partners, board members, shareholders, supervisors, insurers, agents, and representatives of any of the foregoing ('the released parties') from any injury, loss, or damage described in this section.

13. I agree to abide by the rules of Total Warrior and to comply with the directions and instructions of all Total Warrior personnel. I agree to become familiar with and abide by all written and/or posted rules of Total Warrior. I further agree to comply with all directions, instructions and decisions of Total Warrior, including but not limited to instructions or directions relating to the manner of my safe participation in the Course or Related Activities and decisions that I will stop participation in the Course or Related Activities at any time. Except as otherwise prohibited by law, I agree not to challenge these rules, directions, instructions, or decisions on any basis at any time and I acknowledge that they are reasonable and necessary to reduce risk; protect the safety of participants, spectators, and personnel; and/or promote fairness and the spirit of Total Warrior.

14. In addition to the above, I specifically acknowledge and agree to abide by the following rules: no urination or defecation is permitted outside of designated areas; no wheeled conveyances or pets are allowed on the Course at any time; and no clothing, props or equipment that pose an unnecessary risk to participants, spectators or personnel are permitted. I also specifically agree to obey all civil and criminal laws, including traffic laws and regulations. I also agree to exhibit appropriate behaviour at all times; demonstrate respect for all people, equipment and facilities; and participate with a cooperative and positive attitude. I understand that Total Warrior may immediately dismiss anyone who disobeys any rules, directions, instructions, decisions, or laws, or whose behaviour endangers safety or negatively affects a person, facility, or property of any type or kind.

15. I consent to receive medical care and treatment as determined by appropriate Total Warrior personnel. In the event of my injury, accident, or illness, I consent to receive medical care and treatment as deemed advisable in the best judgement of Total Warrior's contracted medical professionals. If necessary, I authorise appropriate Total Warrior personnel to consent to such medical care and treatment on my behalf.

16. I agree to assume liability for any and all medical costs incurred as a result of my participation in Total Warrior but not limited to costs of: medical care and treatment, ambulance services, hospital stays, and physician and pharmaceutical goods and services. I agree to indemnify and hold harmless the Released Parties (as defined below) from all liability for such costs.

17. I grant permission to Total Warrior to use my photograph and/or any other record of my participation in Total Warrior for any legitimate purpose. I understand that any and all photographs, motion pictures, recordings, and/or likenesses of me captured during Total Warrior, its affiliated entities or contractors, and/or the media become the sole property of Total Warrior. I grant the right, permission and authority to Total Warrior 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 Total Warrior, as sole owner, has the full right to sell and/or profit from the commercial use of such photographs, motion pictures, recordings, and/or likenesses.

18 I acknowledge that Total Warrior reserves the right to cancel or reschedule Total Warrior in the event of emergency or other disaster. I acknowledge that Total Warrior in its sole discretion may delay, modify or cancel Total Warrior if 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 Total Warrior, including but not limited to: high wind, extreme rain or hail, hurricane, tornado, earthquake, flood, acts of terrorism, fire, threatened or actual strike, labour difficulty or work stoppage, insurrection, war, public disaster, and unavoidable casualty. I further acknowledge that Total Warrior in its sole discretion may also delay, modify or cancel Total Warrior if conditions on the day of the event are, in the sole judgement of Total Warrior, in any way unsafe. In the event of a delay, modification, or cancellation of Total Warrior 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 Total Warrior.

19. I hereby waive, release and forever discharge Total Warrior and the other Released Parties from any and all claims I may have arising out of my participation in Total Warrior. I covenant and agree not to sue Total Warrior or any of the other Released Parties for any such claims.

20. In consideration of being permitted to participate in Total Warrior, I hereby waive, release and forever discharge the Released Parties from any and all Claims. I understand that this waiver, release and discharge operates for myself as well as on behalf of my 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 my behalf.

21. I hereby agree to indemnify, defend and hold harmless Total Warrior and the other Released Parties from any and all expenses incurred and claims made that relate to my breach of this Agreement. I hereby agree to indemnify, defend and hold harmless Total Warrior and the other Released Parties from any and all expenses incurred and all claims made by myself or others (including but not limited to court costs, attorneys' fees and litigation expenses) that arise out of or result directly or indirectly from my breach or failure to abide by any part of this Agreement, my failure to follow any rules or directions as defined in Section 5 above, and/or any of my actions or inactions which cause injury or damage to any other person or property. I understand that this agreement to indemnify, defend and hold harmless operates for myself as well as on behalf of my 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 my behalf.

22. I understand and acknowledge that by selecting the box below, I agree that the statutes and laws of the United Kingdom will apply to all matters relating to this Agreement, including participation in Total Warrior, regardless of the actual location of Total Warrior or the principles of conflict of laws. I agree that exclusive jurisdiction for any dispute with Total Warrior resides in the courts of the United Kingdom and expressly consent to the exercise of personal jurisdiction in the United Kingdom in connection with any dispute.

23. I understand and agree that this Agreement is intended to be as broad and inclusive as is permitted in the UK, 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.

Signed

Date

Print Name (BLOCK CAPITALS):