

VENUE AGREEMENT

CITY OF COLUMBIA, MISSOURI ("Venue")	Type of Entity: Municipal Government - City of Columbia, Missouri on behalf of its Parks and Recreation Department Office Location: 701 East Broadway P.O. Box 6015 Columbia, Missouri 65205-6015 Contact: Mike Griggs, Director of Parks and Recreation Department 573-874-7463 mike.griggs@CoMo.gov
TOUGH MUDDER EVENT PRODUCTION INCORPORATED ("Tough Mudder")	Type of Entity: Delaware corporation Office Location: 15 Metrotech Center - 7th Floor Brooklyn NY 11201 Contact: Frank Wheatley 781-710-9726 Frank.wheatley@Toughmudder.com
Date of Venue Agreement	Effective date (hereinafter "Effective Date") is the date of the last signatory to the Agreement.
Date(s) of Event	August 18-19, 2018 (hereinafter the "Event Dates")
Term	This Agreement shall commence on the Effective Date and shall continue until December 31, 2018, unless sooner terminated pursuant to the terms hereof.

Preliminary Terms

THIS AGREEMENT (hereinafter "Agreement") between the City of Columbia, Missouri, a municipal corporation (hereafter "City" or "Venue") and Tough Mudder Event Production Incorporated (hereafter "Tough Mudder"), a corporation organized in the State of Delaware is entered into on the date of the last signatory noted below (the "Effective Date").

Venue is the legal owner and operator of:

- Gans Creek Recreation area located at 3350 E Gans Rd, Columbia, MO 65201 which consists of, amongst other things, 310 acres of parking areas, fields, creeks, ponds, woodlands, trails, and hunting meadows . The designated "Course Area" at Gans Creek Recreation area is shown in Schedule 1;
and
- A. Perry Phillips Park located at 5050 Bristol Lake Parkway, Columbia, MO 65201, which consists of, amongst other things, approximately 140 acres of parking area, fields, ponds, and meadows. The designated "Parking Area" at A. Perry Phillips Park is shown in Schedule 1.

Together, the designated "Course Area" in Gans Creek Recreation Area and the designated "Parking Area" in A. Perry Phillips Park shall be referred to as the "Property."

Tough Mudder is a company that markets, organizes, and conducts events.

Tough Mudder would like to organize an event (the "Event") at the Property utilizing amongst other things, the Property's parking areas, fields, creeks, ponds, woodlands, trails, hunting meadows and other amenities. An Event may last between one (1) and four (4) days.

Venue has agreed to provide Tough Mudder with access to the Property for the Event(s) and to provide certain other access rights, amenities, assistance and support as set forth in this Agreement. Prior to holding the Event, Tough Mudder shall apply for and obtain a special event permit (the "Special Event Permit") pursuant to the Venue's special event ordinances, set forth in Chapter 24 of the City of Columbia's Code of Ordinances.

STANDARD TERMS

- 1 Exclusivity**
- 1.1 Exclusivity
- Venue shall not host or contract with Spartan Race, Rugged Races, Savage Race, Red Frog Events, Battlefrog, or MuckFest without the express written permission of Tough Mudder from the Date of Event Agreement through December 31, 2018.
- 1.2 Exclusivity Damages
- Venue shall pay Tough Mudder an amount equal to the Event Fee (defined below in Section 3.2) if Venue breaches Section 1.1 above and if Tough Mudder provides written notice of said breach within a reasonable time (hereinafter, the “**Exclusivity Damages**”). The parties acknowledge and agree this amount is a reasonable estimate at this time of the actual damages Tough Mudder would suffer and which are not easily determinable in the event the Venue breaches any of the obligations set forth above in Section 1.1, and are agreed upon as liquidated damages and not a penalty.
- 2 Events**
- 2.1 Number of Events
- Contingent upon Tough Mudder obtaining the Special Event Permit, Venue agrees to allow Tough Mudder to hold one (1) Event on the Property on the Event Dates.
- 2.2 Rain Dates of Event(s)
- All Events will be held rain or shine, and as a result, there shall be no rain dates scheduled for the Event(s).
- 3 Venue Fee and Event Fee**
- 3.1 Venue Fee
- Tough Mudder shall pay Venue a nonrefundable fee of one thousand dollars (\$1,000.00) (the “**Venue Fee**”) for the option to hold its Event on the Property during the Term within thirty (30) days after the full execution of this Venue Agreement and receipt of corresponding invoice from the Venue.
- 3.2 Event Fee
- Tough Mudder shall pay Venue a fee of forty-five thousand dollars (\$45,000.00) (the “**Event Fee**”) less any Exclusivity Damages (as defined in Section 1.2 above) according to the payment schedule outlined in Section 3.3 below. If an Event is not held for any reason or no reason, and the Property has not been used or disturbed by Tough Mudder, Tough Mudder shall not be obligated to pay any portion of the Event Fee. If, however, an Event is not held for any reason or no reason, but Tough Mudder has used, constructed, or disturbed the Property, Tough Mudder shall repair and restore to the original contour any changes to the Property, and Venue shall be allowed to keep the nonrefundable deposit. The parties agree that the Event Fee compensates Venue for the rights and obligations described in this Venue Agreement, and shall not vary based on the expected or actual number of Event participants, spectators or any other attendees.
- 3.3 Payment Schedule
- a) **Deposit:** Tough Mudder shall pay Venue a nonrefundable deposit of four thousand five hundred dollars (\$4,500.00) (the “**Deposit**”) within thirty (30) days of executing this Agreement and upon receipt of corresponding invoice from Venue.
- b) **Installment:** Tough Mudder shall pay Venue a refundable installment payment of eleven thousand two hundred fifty dollars (\$11,250.00) of the Event Fee within thirty (30) days before the Event and upon corresponding invoice from Venue.
- c) Tough Mudder shall pay the remaining balance of the Event Fee within thirty (30) days after the Event and receipt of corresponding invoice from the Venue.
- 3.4 Payment Information
- All payment amounts are expressed and shall be payable to the City of Columbia c/o Parks and Recreation Department, P.O. Box 6015, Columbia, Missouri 65205, unless Venue instructs Tough Mudder in writing of new payment information.
- 4 Access to the Property and Facilities**
- 4.1 Access
- a) Reasonable Access Period
- During the Term, Venue shall provide Tough Mudder and its agents with reasonable access to the Property during normal working hours seven (7) days/week to plan the Event. Tough Mudder will give five (5) business days’

notice to the Venue for any requested access to the Property during the Term. (the “Reasonable Access Period”).

b) Unrestricted Access Period

Beginning four (4) weeks prior to the Event and ending one (1) week after the Event, Venue shall provide Tough Mudder and its agents with unrestricted access to the Course Area during daylight hours, seven (7) days per week to plan the Event, complete any construction for the Event, to set up for the Event, and to tear down and clean up after the Event (the “Unrestricted Access Period”). Recognizing the difficulty in securing the Property, Venue and Tough Mudder shall work together to secure the Course Area and the Parking Area.

c) Unrestricted and Exclusive Access Period

Beginning five (5) days prior to the Event and ending (1) day after the Event, Venue shall provide Tough Mudder with unrestricted and exclusive access to the Course Route, as described in Section 5.1, (with no restrictions to hours except as set forth by law) to set up for the Event, host promotions and activations prior to the Event, conduct the Event, to complete the tear down and clean up after the Event (the “Unrestricted and Exclusive Access Period”). Venue shall not allow any other reservations for the use of the Property Amenities and Venue shall post a sign that reads, “Park Closed” at the entrance to the Property. Tough Mudder shall be responsible for securing the Course Route at Tough Mudder’s sole expense.

d) Tough Mudder understands and agrees that Venue owns and maintains the Property as community parks for public recreation, the preservation of green space, and for other public purposes as needed. Tough Mudder agrees that Tough Mudder’s use of the Property is done as an accommodation to Tough Mudder and is not an agreement by Venue to create a transferable business interest in Venue’s property for the benefit of Tough Mudder or subordinate Venue’s use of the property to Tough Mudder. Except during the Unrestricted and Exclusive Access Period or as set forth in the Special Event Agreement, Tough Mudder’s use of the Course Route and the Parking Area shall not interfere with Venue’s use of the site.

a) Venue represents that it has the right to the Property and that it may grant Tough Mudder the rights to access and use herein granted.

b) Venue represents that it has provided Tough Mudder with an accurate map of the Property’s property boundaries as of the date of this Venue Agreement.

c) Venue has communicated to Tough Mudder all areas of the Property that are designated as off-limits to Tough Mudder or have restrictions on use by Tough Mudder during the Term as indicated on Schedule 1 as of the Effective Date of this Agreement. The Parties agree that Venue has plans for development of the Property as indicated on Schedule 1 and may proceed with the development of the Property.

d) Venue may not amend the areas of the Property it has designated as off-limits or restricted to Tough Mudder during the Term unless:

a) A governmental entity designates part(s) of the Property as environmentally protected or otherwise in need of protection or action by Venue to prevent environmental damage or violations of state or federal law; or

b) A natural disaster affects the topography of the Property; or

c) Venue sells part(s) of the Property or the Property in its entirety; or

d) Venue provides six (6) months advance notice for any amendments; or

e) Tough Mudder consents. Tough Mudder may not unreasonably withhold consent.

e) If any or all of the events described in Section 4.2(d) occurs, Venue shall notify Tough Mudder within ten (10) days after such occurrence.

4.3 Facilities

a) Basic Preparation

Venue shall mow the areas designated for the Event and shall provide litter pick up of the Course Route and areas designated for parking of vehicles in the Parking Area before the Event. Except as set forth in Schedule 1 or as Venue deems necessary to either comply with law or protect the health, safety and/or welfare of the community or the Property, Venue shall

not materially alter the Course Route and Parking Area during the Term.

b) Utilities

The Parties agree that the Property is largely undeveloped, that utility service is extremely limited, and may not be available at some locations. If utility service is not available and Tough Mudder wants utility service at that location, Tough Mudder shall be solely responsible for any electric, water, sewage, and drainage services for Tough Mudder's event. If utility service is available at the location, the Special Event Permit will provide Tough Mudder with information relating to available utilities that will be provided by Venue and what utilities Tough Mudder shall provide. To the extent allowed by law and without causing environmental damage or injury to the natural resources of the Property, Tough Mudder may pump water out of the lake to fill Tough Mudder's mud obstacles. Venue, in its reasonable discretion, may restrict the pumping of water out of the lake at any time of the year when the pumping of water from the lake may result in environmental damages or injury to natural resources.

c) Barricades

Venue agrees to provide Tough Mudder up to twenty-five (25) street barricades and/or four (4) bicycle racks on Course Route and Parking Areas.

d) Bathroom and Washing Facilities

Tough Mudder shall, at its sole expense, provide bathroom and washing facilities for each of its Events.

e) First Aid and Medical Facilities

Tough Mudder shall provide first aid and medical care to Tough Mudder staff, participants, and other observers at each Event.

bicycle racks, and barricades unless pre-approved in writing by Tough Mudder.

Tough Mudder's Personnel and Services. Tough Mudder shall be solely responsible for properly training and supervising all Tough Mudder staff, contractors, agents, employees and volunteers who are involved in preparing for the Event or who assist during or after the Event.

5 Course Design, Construction and Storage

5.1 Course Design

a) Tough Mudder shall be responsible for planning the route used for the Event, designing and constructing any obstacles used as part of the Event and planning where to place such obstacles on the route (the route and any obstacles together shall be called the "Course Route").

b) Tough Mudder agrees that the Course Route shall comply with the off-limits and restricted areas designated on the Venue Map. Tough Mudder agrees that it will work closely with Venue to plan the Course Route and location of parking, base area (which includes concessions), spectator areas and any other areas to be utilized by Tough Mudder in preparation for or conduct of the Event. For the Event, the Parties shall agree in writing to the Course Route and other areas to be utilized by Tough Mudder for the Event.

c) Venue shall be responsible for mowing the grass and clearing any brush on the Property no greater than one week prior to the Unrestricted Access period (as defined in Section 4.1(b) above) and again no later than one (1) week before the Event Date. Tough Mudder acknowledges that Venue shall not be obligated to mow the entire Property, but shall be limited to the Parking Area, spectator walking paths as requested by Tough Mudder during the Unrestricted Access Period, and the designated Course Route which shall include any obstacle locations and a fifteen (15) foot wide trail with an approximate distance of ten (10) to twelve (12) miles.

5.2 Excavation

a) Venue agrees to allow Tough Mudder to excavate on any part of the Course Route that is not designated as either "off-limits" or "restricted" to Tough Mudder on the Venue Map. Tough Mudder's excavations shall comply with the requirements of law including, but not limited to, the use of Missouri's One Call System.

4.4 Venue Personnel, Equipment and Services

Venue agrees that any costs associated with Venue's parks and recreation personnel for the site preparation services set forth therein and for the use of Course Route, the use of Parking Area, and the use of the bicycle racks, and barricades, are included in the Event Fee. Tough Mudder will pay no additional fees to Venue for site preparation services, for the use of the Course Route and Parking Area, and for the use of the

- b) Venue further agrees to allow Tough Mudder to use (but not excavate on) any part of the Course Area that is designated as “restricted” to Tough Mudder on the Venue Map. Venue shall retain the right to transfer any part of the Course Route designated as “restricted” to “off-limits”, so long as Venue notifies Tough Mudder in writing at least six (6) months prior to any scheduled Event.
- c) Venue further agrees to allow Tough Mudder to run (but not excavate or construct on) any part of the Property within one hundred (100) feet of “Gans Creek” as identified on the Venue Map.

5.3 Storage

Tough Mudder may store up to three (3) fifty-three (53) foot storage trailers in a reasonably accessible location, to be mutually agreed upon by the parties, on the Property for up to four (4) weeks before and three (3) weeks after each Event. The storage trailers stored on the Property belonging to Tough Mudder are held at the risk of Tough Mudder, and Venue shall not be held responsible or liable for any damage or loss to said storage trailers absent Venue’s negligence or willful misconduct. However, Venue must inform Tough Mudder if Venue becomes aware that any storage trailers or obstacles show signs of access or tampering as soon as Venue becomes aware of any such activity. Venue shall have no obligation to provide security or monitor the trailers or obstacles that are left on the site for signs of access or tampering. Under no circumstances shall Tough Mudder continue to store the trailers or obstacles or other items on Venue’s property after termination of the this Venue Agreement. All Tough Mudder trailers, supplies, equipment and property shall be removed from the Venue no later than three (3) weeks after the Event.

6 Clean Up and Site Restoration

6.1 Before the Event, Tough Mudder and Venue shall mutually agree to a restoration timeline to restore the Property, including the Course Route and Parking Areas, to its pre-Event condition (the “**Restoration Timeline**”). Immediately following the Event, Tough Mudder shall either backfill or secure excavations, water or other dangerous or hazardous features that Tough Mudder created for the Event or that resulted from Tough Mudder’s use of the Venue for the Event. Tough Mudder’s construction contractors shall ensure all excavations are backfilled and hazards or dangerous conditions are remedied or secured before the end of the Unrestricted Access Period. Tough Mudder shall remove all trash from the Property within one (1) week following the Event. Within two (2) days after the

Event, Tough Mudder and Venue will determine the scope of work for Tough Mudder to restore the Property to its pre-Event condition, including but not limited to the backfilling of any holes excavated as part of the Course, and seeding and strawing (the “**Restoration Scope of Work**”). If the Parties are unable to agree to the Restoration Timeline or Restoration Scope of Work, Tough Mudder shall backfill any holes excavated for the Event within one (1) week after the Event. Tough Mudder will also perform all work required to return the Property to its pre-Event condition, including seeding and strawing where necessary. Tough Mudder shall restore the land to the original contour and condition of the land that existed prior to Tough Mudder’s excavation or use of the property, regardless of whether an Event is held or not. If athletic fields are damaged, Tough Mudder shall install sod or pay for the sodding of the damaged portions of the athletic fields.

6.2 Venue and Tough Mudder agree the Restoration Timeline may be subject to change for reasons including, but not limited to, adverse weather conditions and Venue accessibility after the Event. Should the Restoration Timeline require change, Tough Mudder and Venue will work together to establish a reasonable timeline for Tough Mudder to perform the Restoration Scope of Work.

6.3 If any areas of the Property do not naturally return to their pre-Event condition after the agreed Restoration Timeline, Tough Mudder agrees to cover the reasonable restoration costs within three (3) months after the Event, in accordance with the following procedure:

a) Venue shall submit written notice to Tough Mudder within three (3) months after the Event, which shall include a description of the damaged area, photographs of the area to be restored and a detailed estimate of the costs to restore the area.

b) Tough Mudder shall respond to the notice within ten (10) business days.

Tough Mudder shall confirm the damage to the Property and verify the estimated costs to restore the same.

c) If the estimated costs to restore the damage to the Property as calculated by Venue exceed the estimated costs to restore the damage to the Property as calculated by Tough Mudder by more than ten percent (10%), then Tough Mudder and Venue shall negotiate a reasonable cost to restore the Property to its pre-Event condition in good faith.

- d) Either Tough Mudder will restore the area to its pre-event condition or Tough Mudder will authorize Venue to restore the area and send Tough Mudder the invoice for the restoration, which Tough Mudder shall pay within fifteen (15) business days of receipt. If Tough Mudder opts to restore the area itself, Tough Mudder shall complete the restoration to its pre-event condition within thirty (30) days.

7 Permits

7.1 Securing Permits

- a) Tough Mudder shall apply for, at its own cost and expense, all the necessary permissions and approvals for the Event to be held on the Property from relevant agencies and authorities. Tough Mudder shall comply with City of Columbia, Missouri, Code requirements related to Special Events and shall obtain a Special Events Permit and enter into a Special Event Operations Agreement with the City of Columbia prior to the Event.
- b) Venue will use its reasonable efforts to assist Tough Mudder in obtaining such permissions and approvals, including but not limited to providing Tough Mudder with property maps and attending meetings with the relevant agencies and authorities when requested by Tough Mudder.
- c) Venue shall notify Tough Mudder in writing within ten (10) business days if it receives notice that any agency or authority is interested in discussing any permits related to the Event or if any agency or authority rejects the issuance of any permits relating to the Event. The Parties agree that it is Tough Mudder's responsibility to apply for and obtain any legally required permits for Tough Mudder's Events.

8 Parking

8.1 On-site Parking

Venue shall ensure that the Parking Area, as illustrated on the Venue Map are cleared of anything that might inhibit the parking or movement of vehicles during the Unrestricted and Exclusive Access Period. Venue further agrees to ensure that the Parking Area as shown in Schedule 1 is mowed for parking for the Event as described in Section 5.1(c).

8.2 Parking Operations

- a) Tough Mudder shall be responsible for managing the parking of vehicles at the Event, including but not limited to use of any off-site lots. Tough Mudder shall have the exclusive right to charge for parking during the Event and to retain such revenues. Venue is not responsible for parking activities which occur off of the Property.
- b) Venue shall notify Tough Mudder if onsite parking is unavailable due to weather. If Tough Mudder is notified that onsite parking is unavailable due to weather, Tough Mudder shall utilize its Rain Parking Plan as outlined in the Special Event Permit. Tough Mudder at its sole cost and expense, shall make arrangements with underlying property owners for the use of property for Event parking when onsite parking is unavailable due to weather.

9 Vendors, Concessions and Merchandise

9.1 Vendors and Concessions

- a) Subject to Tough Mudder obtaining at its sole expense the legally required permits and licenses, Tough Mudder shall be responsible for and shall have the exclusive license to sell all food concessions, including the sale and giveaway of beer and alcohol to Event attendees at the Event, with no payment to Venue for such licenses except as provided or required by law. All profits from the same shall remain solely with Tough Mudder.
- b) Tough Mudder shall ensure that all beer and alcohol sales and giveaways comply with all applicable state and local laws and regulations.
- c) Tough Mudder shall be allowed to sell any brand of beer and alcohol at the Event, contingent upon Tough Mudder obtaining all legally required license and permits.

9.2 Venue shall not be entitled to sell any merchandise or apparel at any time, including any merchandise or apparel cross-branded with the name and/or logo of Tough Mudder, absent Tough Mudder's express written permission.

9.3 Tough Mudder may bring any lawful merchandise on the Property for sale over the Event weekend. No fee will be provided to Venue for any merchandise sold at the Event except as required by law.

10 Other Event-Related Items and Services

10.1 Tough Mudder shall be solely responsible for procuring and paying for any equipment, items or staff not

specified herein this Venue Agreement, including the selection of all vendors for the Event not specified herein this Venue Agreement. For the Event, Tough Mudder shall be responsible for managing any operations not specified herein this Venue Agreement or the Special Event Agreement, subject to approval by Venue or as required by law, and shall have the exclusive rights to any revenue streams not specified herein this Venue Agreement from the Event.

10.2 Venue shall not offer any items, products or services at the Event or to Event attendees not agreed herein this Venue Agreement without the express written permission of Tough Mudder.

11 Sponsorship and Marketing

11.1 Sponsorship

- a) Venue shall allow Tough Mudder to bring any sponsor into the Event without payment of any fee to the Venue by either Tough Mudder or the sponsor aside from permitting, taxes, and fees as required by law.
- b) Venue shall not be permitted and is not authorized to allow any sponsors to attend or participate as sponsors at the Event, whether existing or otherwise, without the express written permission of Tough Mudder and at Tough Mudder's sole discretion.

11.2 Marketing

- a) Before each Event, Tough Mudder may send communications to Tough Mudder's targeted customers in the market that will include the Venue's name and address.
- b) Tough Mudder may include Venue's name and address on Tough Mudder's website.
- c) Beginning thirty (30) days before the Event, Venue shall provide Tough Mudder with space to display Tough Mudder flyers, posters, banners and billboards on and around the Property in a form, size, and positioning to be approved in advance by Venue. All signage shall comply with the requirements of law.
- d) Tough Mudder's logos, trademarks, copyrights, trade name, designs, product identifications, artwork, names, images, signatures, likenesses and other indicia symbols and devices associated with Tough Mudder and its events, products or services (collectively "**Tough Mudder's Intellectual Property**") are and shall remain Tough Mudder's sole and exclusive property. Subject

to the foregoing, Tough Mudder grants to Venue, during the Term of this Venue Agreement, a limited, royalty-free, non-assignable, non-transferable, non-exclusive, revocable license to use Tough Mudder's Intellectual Property only to the extent necessary to allow Venue to fulfill its obligations hereunder.

- e) Venue's logos, trademarks, copyrights, trade names, designs, product identifications, artwork, names, images, signatures, images and other indicia symbols and devices (collectively "**Venue's Intellectual Property**") are and shall remain Venue's sole and exclusive property. Subject to the terms of this Agreement, Venue hereby grants to Tough Mudder a limited, non-exclusive, royalty-free, non-assignable, non-transferable, revocable, license to use Venue's Intellectual Property in connection with promotion of the Events, to identify the Property as the location of the Events, and only to the extent necessary to allow Tough Mudder to fulfill its obligations hereunder for the Events. All uses of Venue's Intellectual Property are subject to Venue's prior written approval (not to be unreasonably withheld).

- f) **GRANT OF RECORDING LICENSE:** Provided Tough Mudder complies with all laws and only to the extent Venue may grant this recording license, during the unrestricted access period granted in Section 4.1(b) of this Agreement, Venue hereby grants to Tough Mudder, and its designated employees, agents, licensees, and assigns the right and license to enter the Property to make recordings, films, tape and/or photographs on and of the Property (including, but not limited to any trademarks, trade names or logos owned or controlled by Venue) (collectively, "Recordings"), and the right to edit, broadcast and/or transmit and use such Recordings in perpetuity in any manner and media, now existing or hereafter developed throughout the universe in perpetuity in such manner and to such extent as Tough Mudder may elect ("Licensed Use"). In this regard, Tough Mudder shall have the right to bring appropriate personnel and equipment, including without limitation, props, sets and recording devices to the Property in the reasonable exercise of the Licensed Use. All rights of every kind in and to the Recordings shall remain vested in Tough Mudder, and Tough Mudder may exhibit, advertise, promote, use and re-use all such rights and items in connection with the Licensed Use or any portion thereof, in all

media (now known or hereafter devised), in perpetuity, throughout the world.

12 Tough Mudder Insurance

Tough Mudder agrees to maintain, on a primary basis and at its sole expense, at all times during the term and any renewal term(s) of this Agreement the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by Tough Mudder is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Tough Mudder pursuant to this Agreement. Coverage to be provided as follows by a carrier with A.M. Best minimum rating of A- IX.

- a) Workers' Compensation & Employers Liability. Tough Mudder shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 each accident, disease each employee and disease policy limit.
- b) Commercial General Liability. Tough Mudder shall maintain Commercial General Liability at a limit of not less than \$1,000,000 Each Occurrence, \$4,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.
- c) Business Auto Liability. Tough Mudder shall maintain Business Automobile Liability at a limit not less than \$2,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Tough Mudder does not own automobiles, Tough Mudder agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- d) Tough Mudder may satisfy the minimum liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Tough Mudder agrees to endorse the City as an Additional Insured on the Umbrella or Excess Liability, unless the Certificate of Insurance state the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

- e) The City of Columbia, its elected officials and employees are to be Additional Insured with respect to the project to which these insurance requirements pertain. A certificate of insurance evidencing all coverage required is to be provided at least 10 days prior to the Effective Date of the Agreement between the Tough Mudder and the City. Tough Mudder is required to maintain coverages as stated and required to notify the City of a Carrier Change or cancellation within two (2) business days. The City reserves the right to request a copy of the policy.
- f) The Parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to the City, or its elected officials or employees.
- g) Failure to maintain the required insurance in force may be cause for termination of the Agreement. In the event the Tough Mudder fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, the City shall have the right to cancel and terminate the contract without notice.
- h) The insurance required by the provisions of this article is required in the public interest and the City does not assume any liability for acts of the Tough Mudder and/or their employees and/or their subcontractors in the performance of this Agreement.
- i) Participant Accident Coverage in an amount no less than five thousand dollars (\$5,000.00) for excess medical and five thousand dollars (\$5,000.00) for accidental death.

13 Hold Harmless Agreement

To the fullest extent not prohibited by law, Tough Mudder shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to reasonable attorney's fees) for bodily injury and/or property damage arising by reason of any act or failure to act, negligent or otherwise, of Tough Mudder, its employees, independent contractors, agents, or subcontractors (meaning anyone, including but not limited to consultants having a contract with Tough Mudder or a subcontractor for part of the services), of anyone directly or indirectly employed by Tough Mudder or by any subcontractor, or of anyone for

whose acts Tough Mudder or its subcontractor may be liable in connection with providing these Events and Tough Mudder's use of Venue's Property. The obligations of Tough Mudder under this Section 13 shall survive the termination of this Venue Agreement.

14 Liability Waivers

Tough Mudder shall require each Event participant, Event spectator, and Event volunteer to execute a liability waiver, which shall include, among other things, a waiver of any and all claims, causes of action, or lawsuits against Tough Mudder and Venue for any injuries or property damage resulting from the Event participant's participation in or the Event spectator's or Event volunteer's presence as a spectator or volunteer at the Event. A copy of the participant Waiver is attached as **Schedule 2 – Form of Waiver**.

15 Termination Provisions

- a) **By Mutual Agreement.** This Agreement may be terminated at any time during its Term upon mutual agreement by both Parties.
- b) **By Default.** Either Party may terminate this Agreement in accordance with Section 16.

16 Events of Default

- a) A Party shall be considered in Default of this Agreement upon:
 - (1) The failure to perform or observe a material term or condition of this Agreement, including but not limited to any material Default of a representation, warranty or covenant made in this Agreement;
 - (2) The Party (i) becoming insolvent; (ii) filing a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law or consenting to the filing of any bankruptcy or reorganization petition against it under any similar law; (iii) making a general assignment for the benefit of its creditors; or (iv) consenting to the appointment of a receiver, trustee or liquidator;
 - (3) The purported assignment of this Agreement in a manner inconsistent with the terms of this Agreement;
 - (4) The failure of the Party to provide information or data to the other Party as required under this Agreement, provided that the Party entitled to the information or data under this Agreement requires such information or data to satisfy its obligations under this Agreement; or

- (5) Tough Mudder shall fail to remit any payment due within ten (10) business days of the relevant due date for each payment and upon written notice from Venue, fails to remit any such payment within five (5) business days of such notice.
- (6) If Tough Mudder chooses not to hold an Event, or chooses not to hold any days of an Event for any reason or no reason, it shall not be considered an Event of Default of Tough Mudder.

- b) **Termination upon Default.** Upon the occurrence of an event of Default, the non-Defaulting Party shall be entitled to immediately terminate this Agreement, provided that the non-defaulting party shall provide written notice to the defaulting party and ten (10) business days to cure such default. If Tough Mudder chooses not to hold an Event, or chooses not to hold any days of an Event for any reason or no reason, it shall not be considered a default. If Tough Mudder terminates this Agreement due to the default of Venue, Venue shall return all fees paid by Tough Mudder to Venue to Tough Mudder for forthcoming Events (including the Deposit).
- c.) Without limiting any other remedy permitted by law, in the event of any expiration or termination, all forthcoming Events scheduled on the Property shall be cancelled and each party shall cease any and all use of the other party's intellectual property (as permitted hereunder) and promotions in connection with the Events.

17 Notices

Any notice required or permitted under this Venue Agreement shall be deemed properly given if in writing and if (i) hand-delivered to either party, or (ii) mailed by registered or certified mail, postage prepaid with return receipt requested to either party at the address set forth below. Any notice shall only be effective upon delivery.

- a) For notice to Tough Mudder:

Tough Mudder Event Production
Incorporated
Attn: General Counsel
15 Metrotech Center - 7th Floor
Brooklyn NY 11201
- b) For notice to Venue:

City of Columbia Parks and
Recreation Department Director

This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.

18 Force Majeure

Neither party shall be liable in damages for any delay or default in performing or complying with any provisions of this Venue Agreement if such delay or default is caused by conditions beyond its control, including but not limited to: Acts of God, wars, terrorist activity, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. The party whose performance is affected shall give immediate notice to the other party of the cause and shall eliminate the effect(s) of such cause as soon as reasonably possible.

22 Entire Agreement

This Venue Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior negotiations, undertakings, agreements, and arrangements, oral or written, with respect thereto.

19 Knowingly and Freely Made

The parties represent and warrant to each other that they have completely read and fully understand each of the terms and provisions of this Venue Agreement and that they have executed this Venue Agreement based on their own judgment and the advice of their own attorneys, of their own free will, and without reliance upon any statement or representation of others not specifically set forth in writing in the Venue Agreement.

23 Headings

The subject headings of the sections of this Venue Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of the provisions of this Venue Agreement.

20 Representations and Warranties

20.1 Each party represents and warrants to the other party as of the date of this Venue Agreement that:

- a) It is a legal entity duly organized and validly existing under the laws of its state and/or country of incorporation, as applicable;
- b) It has the power and authority to execute and deliver this Venue Agreement and to perform its obligations hereunder;
- c) The execution, delivery and performance by it of this Venue Agreement and its compliance with the terms and provisions hereof does not and will not conflict with or result in a breach of any other agreement or relationship by a party with any other party; and
- d) Tough Mudder represents and warrants that Tough Mudder has adequate financial resources and is sufficiently capitalized and/or insured to pay all amounts due pursuant to the terms of this Agreement to the extent of Tough Mudder's insurance coverage required herein..

24 Amendment

No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

25 Severability

This is a severable agreement and in the event that any provision of this Venue Agreement shall be held to be unenforceable by a court of competent jurisdiction, it is expressly agreed that this Agreement shall be construed so that the remaining provisions shall not be affected, but shall remain in full force and effect, and any such unenforceable provisions shall be deemed, without further action on the part of any person or entity, to be modified, amended and/or limited, but only to the extent necessary to render the same valid and enforceable in such jurisdiction.

26 Governing Law and Jurisdiction

This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri, without reference to its rule on conflicts of law. Each of the parties agrees and submits to the jurisdiction of Missouri courts and further agrees that any action or proceeding under, in connection with or relating to this Venue Agreement shall be exclusively brought in and adjudicated by any state court or the federal court in Boone County, Missouri, or the United States Western District of Missouri.

21 No Assignment

27 Sunshine Law

Venue is subject to the Missouri Sunshine Law. The Parties agree that the Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law, as amended. Tough Mudder shall not give any confidential or proprietary information to the City of Columbia to maintain.

28 Term

This Venue Agreement shall commence as of the Effective Date and shall continue in effect until December 31, 2018, unless sooner terminated pursuant to Section 15.

29 No Waiver of Immunities

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

30 General Laws

Each Party shall comply with all federal, state, and local laws, rules, regulations, and ordinances.

31 No Third-Party Beneficiary

No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such Person a third-party beneficiary under the Agreement.

32 Contract Documents

This Agreement includes the following schedules which are incorporated herein by reference:

Schedule No.	Description
1	Venue Map
2	Participant Waiver Form

In the event of a conflict between the terms of a schedule and the terms of this Agreement, the terms of this Agreement controls.

[SIGNATURE PAGE TO FOLLOW]

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Venue Agreement as of the day and year of the last signatory below.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

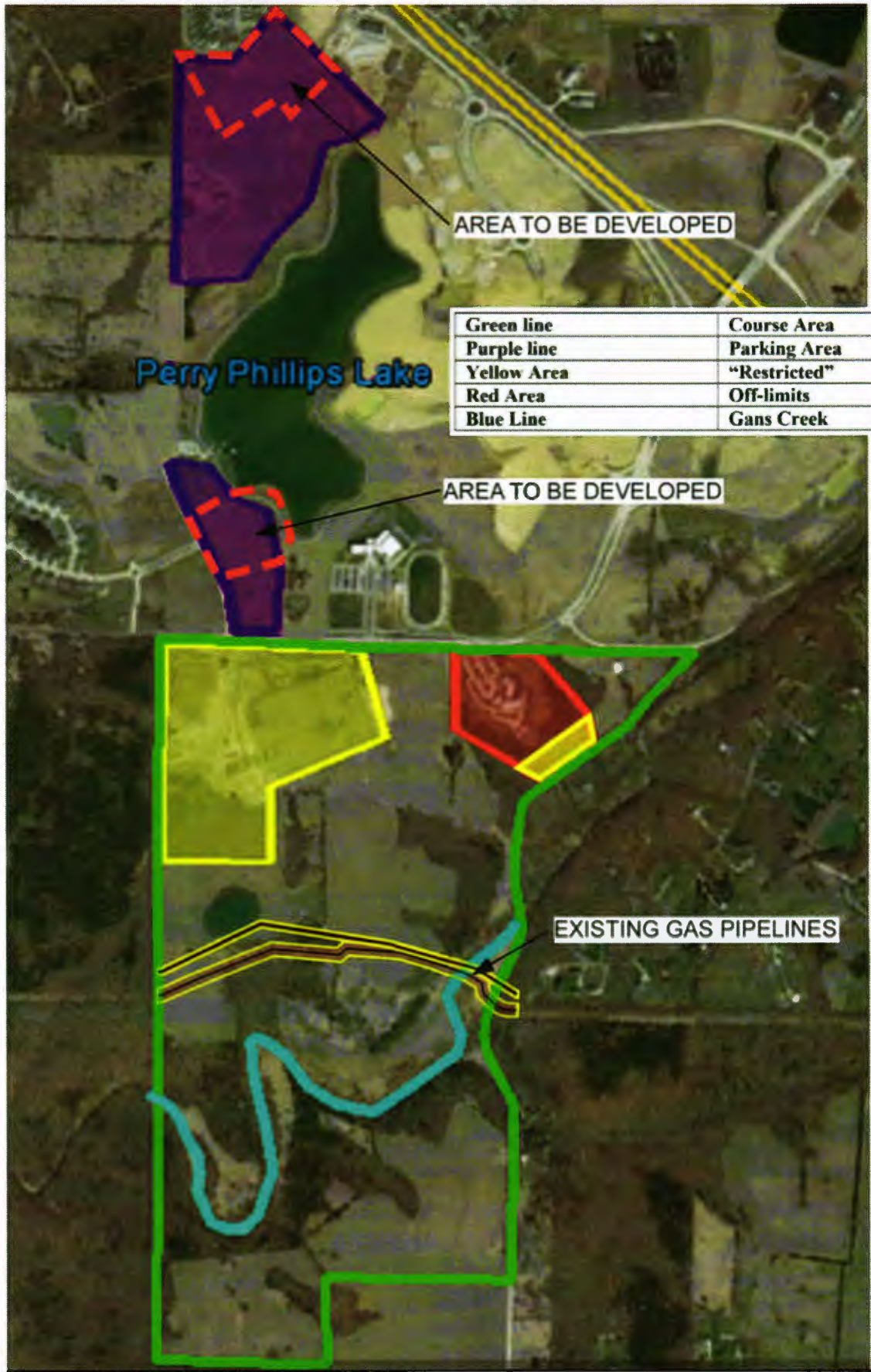
TOUGH MUDDER EVENT PRODUCTION INC.

By: 
Emma Duch, Senior Director of Event Services

ATTEST:

By: _____

SCHEDULE 1 – VENUE MAP



SCHEDULE 2 – FORM OF WAIVER

PARTICIPANT LEGAL LIABILITY AGREEMENT

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

NOTE TO MINORS: YOU CAN ONLY PARTICIPATE IN THE TOUGH MUDDER EVENT IF YOU ARE OVER THE AGE OF 16. IF YOU ARE UNDER THE AGE OF 18, YOU MAY ONLY PARTICIPATE IN THE TOUGH MUDDER EVENT ACCOMPANIED BY AN ADULT. YOU ALSO ACKNOWLEDGE THAT YOUR PARENT OR GUARDIAN HAS REVIEWED, UNDERSTOOD AND AGREED TO THE TERMS BELOW.

NOTE TO PARENTS/GUARDIANS OF MINORS: YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED, UNDERSTOOD AND AGREED TO THE TERMS BELOW (SUCH TERMS BEING INTERPRETED AS IF THEY APPLIED TO BOTH YOU AND YOUR MINOR CHILD/WARD) AND HAVE THE LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOUR MINOR CHILD/WARD.

Released Parties include TOUGH MUDDER INCORPORATED and its directors, officers, employees, agents, contractors, insurers, spectators, co-participants, equipment suppliers, and volunteers; VENUE, City of Columbia, and its directors, officers, employees, agents, contractors, insurers, equipment suppliers, and volunteers; all TOUGH MUDDER INCORPORATED event sponsors, organizers, promoters, officials, property owners, and advertisers; governmental bodies and/or municipal agencies whose property and/or personnel are used; and any or all parent, predecessor, 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 (and/or my participating minor child/ward) as well as participant's (and/or my participating minor child/ward'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.

Initial **Assumption of Inherent Risks:**

The TM Event (hereafter used to refer to the appropriate Tough Mudder, Mudderella or Tough Mudder Half event) is meant to be a 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. Venues are part of the challenge and usually involve 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 or getting hit with heavy objects, and traversing muddy areas. In summation, the TM Event is a hazardous activity that presents the ultimate physical and mental challenge to participants.

I acknowledge that the TM Event is an extreme test of my (and/or my participating minor child/ward's) 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 TM Event) regardless of the care and precautions taken by Tough Mudder (hereafter used when referring to the corporate entity Tough Mudder Incorporated and Released Parties). I also understand that it is extremely strenuous with the accompanying risks and dangers generally present in such activities. I understand that these hazards may be magnified due to the fact that the TM Event is often conducted under what may be extreme conditions and circumstances.

I understand and acknowledge that the **inherent risks include**, but are not limited to: 1) contact or collision with persons or objects (e.g., collision with spectators or course personnel, contact with other participants, contact or collision with motor vehicles or machinery, and contact with natural or man-made fixed objects or obstacles); 2) encounter with 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) equipment related hazards (e.g., broken, defective or inadequate equipment, unexpected equipment failure, imperfect course conditions); 4) weather-related hazards (e.g., extreme heat, extreme cold, humidity, ice, rain, fog); 5) inadequate or negligent first aid and/or emergency measures; 6) judgment- and/or behavior-related problems (e.g., erratic or inappropriate co-participant or spectator behavior, erratic or inappropriate behavior by the participant, errors in judgment by personnel working the event); 7) natural hazards (e.g. uneven terrain, rock falls, lightning strikes, earthquakes, wildlife attacks, contact with poisonous plants, marine life, ticks and untested soil/mud contaminated with bacteria or other similar hazards).

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** are common and include, but are not limited to: scrapes, bruises, sprains, strains, muscle tension and soreness, nausea, cuts, sunburn, abrasions, grazes, lacerations, and contusions. **Serious injuries** are less common, but do sometimes occur. They include but are not limited to property loss or damage, broken bones, fractures, torn or strained ligaments and tendons, concussions, exposure, dehydration, heat exhaustion and other heat-related illnesses, mental stress or exhaustion, infection,

vomiting, dislocations, hyperthermia, hypothermia, anemia, electrolyte imbalance, loss of consciousness, syncope, dizziness, fainting, seizures, electric shock and/or injury, and neurological disorders/pain. **Catastrophic injuries** are rare; however, we feel that our participants should be aware that they could occur. These injuries can include, but are not limited to, permanent disabilities, stroke, single or multiple organ failure or dysfunction, physical damage to organs, spinal injuries, paralysis, heart attack, heart failure, blood cell disorder, brain swelling, and even death.

I further understand and acknowledge that the TM Event may contain obstacles with electrically charged wiring and fencing which I may be exposed to during the TM Event. I understand and acknowledge that exposure to such electrically charged objects may directly cause or contribute to serious and permanent bodily injury. The injuries include, but are not limited to: skin irritation, electrical burns, muscle spasm, muscle contraction, single or multiple organ failure, eye injuries including cataracts and temporary or permanent blindness, cardiac arrest, amputation, heart attack, disruption of normal cardiac rhythm, bleeding, muscular swelling, decreased blood flow to extremities, loss of consciousness, coma, seizure, spinal cord injury, fracture, injury to ligaments, paralysis, stroke muscle weakness, neurological disorder, tingling sensations, infection, muscle breakdown or destruction, depression, anxiety, aggressive behavior, ulcer, pneumonia, sepsis, and even death.

I also understand that it is my responsibility to consult with my personal physician prior to my or my minor child/ward participating in the TM Event to ensure that such participation will not pose any unusual risks to my health and well-being.

If I believe, or become aware that any aspect of the TM Event is unsafe or poses unreasonable risks, I agree to immediately notify appropriate personnel. By participating in the TM Event, I am acknowledging that I have found the course, 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 (and/or my minor child/ward's) equipment.

I understand fully the inherent risks of my (and/or my participating minor child/ward's) participation in the TM Event and assert that I (and/or my participating minor child/ward's) am/are willingly and voluntarily participating in the event. I have read the preceding paragraphs and acknowledge that 1) I know the nature of the TM Event; 2) I understand the demands of this activity relative to my (and/or my participating minor child/ward's) physical condition; and 3) I appreciate the potential impact of the types of injuries that may result from the TM Event. I hereby assert that I knowingly assume all of the inherent risks of the activity on behalf of myself and/or on behalf of my minor child/ward and take full responsibility for any and all damages, liabilities, losses, or expenses that I (and/or my participating minor child/ward) may incur as a result of participating in the TM Event.

Initial **Waiver of Liability for ORDINARY NEGLIGENCE:** In consideration of being permitted to participate in the TM 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 Tough Mudder and the other Released Parties from any and all claims resulting from the INHERENT RISKS of the TM Event or

the **ORDINARY NEGLIGENCE** of Tough Mudder (or other Released Parties) that I (and/or my participating minor child/ward) may have arising out of my (and/or my minor child/ward's) participation in the TM Event.

This Participant Legal Liability Agreement applies to 1) personal injury (including death) from incidents or illnesses arising from the TM Event participation, which includes injury during course inspection, observation, the event, medical treatment, base area features and while on the premises (including, but not limited to base area, stands, sidewalks, parking areas, sponsor promotions, restrooms, first-aid tents, and dressing facilities); and 2) any and all of my claims relating to the TM Event, including but not limited to, damaged, lost or stolen property, and both contractual and non-contractual claims.

Initial Indemnification Agreement: In consideration of being permitted to participate in the TM 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 Tough Mudder (and the other Released Parties) from and against any and all claims of co-participants, rescuers, and others arising from my (and/or my participating minor child/ward's) conduct in the course of my (and/or my participating minor child/ward's) participation in the TM 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 TM Event.

Initial Other Agreements

Venue and Jurisdiction: If, despite the overriding Mediation and Arbitration provision I agree to below, legal action proceeds in a court of law, the local state or federal court in the county in which the TM Event is held has the exclusive jurisdiction and that only the substantive laws of the state in which the TM 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 law in the State in which the TM 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 Tough Mudder and **cannot be modified or changed** in any way by representations or statements by any agent or employee of Tough Mudder. This Agreement 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 (and/or my participating minor child/ward's) participation in the TM 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 TM 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.

Class Actions: I agree that any arbitration, mediation or legal action shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. Claims may not be joined or consolidated unless agreed to in writing by all parties.

Initial Agreements for the Protection of Participants:

- I represent and warrant that I (and/or my participating minor child/ward) am/are in **good health** and in proper physical condition to safely participate in the TM Event. I certify that I (and/or my participating minor child/ward) have **no known or knowable physical or mental conditions** that would affect my/our ability to safely participate in the TM Event, or that would result in my/our participation creating a risk of danger to myself (and/or my participating minor child/ward) or to others.
- I represent and warrant that I (and/or my participating minor child/ward) am/are in full command of my/our faculties and am/are not under the influence of alcohol or drugs and agree not to participate in a TM Event while under the influence of alcohol and/or drugs.
- I acknowledge that Tough Mudder recommends and **encourages each participant to get medical clearance** from his/her personal physician prior to participation. I assert that I (and/or my participating minor child/ward) **have not been advised or cautioned against participating** by a medical practitioner. I understand that it is my responsibility to continuously **monitor my own (and/or my participating minor child/ward's) physical and mental condition during the TM Event**, and I agree to withdraw immediately and notify appropriate personnel if at any point my/our continued participation would create a risk of danger to myself (and/or my participating minor child/ward) or to others.
- I represent and warrant that I (and/or my participating minor child/ward) am/are covered by **medical insurance**.
- In the event of an injury to me (and/or my participating minor child/ward) that renders me (and/or my participating minor child/ward) unconscious or incapable of making a medical decision, I **authorize appropriate Tough Mudder personnel and emergency medical personnel at the event to make emergency medical decisions** on my (and/or my participating minor child/ward's) behalf (including, but not limited to CPR and AED). I understand that it is my sole responsibility to seek medical care should I experience any unusual physical symptoms, pain or discomfort of any kind following my participation in the TM Event.
- I authorize Tough Mudder to **secure emergency medical care or transportation** (i.e., EMS) when deemed necessary by Tough Mudder I agree to **assume all costs** of emergency medical care and transportation.

Entry and Participation Agreements:

Rules: I agree to become familiar with and abide by all written and/or posted rules of Tough Mudder, as well as all written and/or posted rules of the Venue. I further agree to comply with all directions, instructions and decisions of Tough Mudder and Venue personnel. I further agree not to challenge these rules, directions, instructions, or decisions on any basis at any time.

Chaperones: If you are a chaperone of a participating minor you agree to supervise and stay with the participating minor at all times during the Event, even on the course.

Emergency Delay or Cancellation: I acknowledge that Tough Mudder at its sole discretion may delay, modify, or cancel the TM 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 Tough Mudder, 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 TM 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 TM Event.

Govern Participation: I understand that Tough Mudder has the authority to issue instructions or directions relating to the manner of my (and/or my participating minor child/ward's) safe participation in the Course or Related Activities and the authority to halt my (and/or my participating minor child/ward's) participation in the TM Event 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 Tough Mudder.

Removal from Course: I understand that Tough Mudder 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**.

Fee Refunds: I understand that all fees and associated costs (including optional product purchases, spectator tickets, and donations), paid in registration for this TM Event are not refundable for any reason under any circumstances, including but not limited to injury, a scheduling conflict, and/or event cancellation.

Attitude and Behavior: I 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 understand that the consumption of any alcohol and any illicit or illegal drugs or substances during the event is strictly prohibited. Tough Mudder will only allow the responsible consumption of alcohol after the TM Event. The consumption of any illicit or illegal drugs or substances before, during, and after the TM Event is strictly prohibited. I agree to take full responsibility for any alcohol consumption at the Event.

Specific Rules: I specifically acknowledge and agree to abide by the following rules: 1) no urination or defecation is permitted outside of designated areas; 2) no non-medically necessary wheeled conveyances or non-service animals are allowed in the Course at any time; 3) no clothing, props or equipment that pose an unnecessary risk to participants, spectators or personnel are permitted; and 4) obey civil and criminal laws including traffic laws.

Photography: I understand that any and all photographs, motion pictures, recordings, and/or likenesses of me (and/or my participating minor child/ward) captured during the TM Event by Tough Mudder, its affiliated entities or contractors, and/or the media become the sole property of Tough Mudder. I grant the right, permission and authority to Tough Mudder and its designees to use my (and/or my participating minor child/ward's) 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 Tough Mudder 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.

Acknowledgment of Understanding: I have read this Participant Legal Liability Agreement and fully understand its terms. I understand that I (and/or my participating minor child/ward) am/are giving up substantial rights, including my/our right to sue. I further acknowledge that I (and/or my participating minor child/ward) am/are freely and voluntarily signing the agreement and participating in the TM Event, and intend my signature to be a complete and unconditional release of all liability due to ORDINARY NEGLIGENCE of Tough Mudder (and other Released Parties) or the INHERENT RISKS of the activity, to the greatest extent allowed by law in the State in which the TM Event is held.

Signature of Participant

Print Name

Date

IF I AM A PARENT OR GUARDIAN OF A PARTICIPANT UNDER THE AGE OF MAJORITY WHO IS PARTICIPATING IN THE TM EVENT ("MINOR CHILD/WARD"), I HEREBY GIVE MY APPROVAL FOR MINOR CHILD/WARD'S PARTICIPATION IN THE TM EVENT, REPRESENT THAT THE MINOR CHILD/WARD IS IN GOOD PHYSICAL CONDITION AND ACKNOWLEDGE THAT I HAVE REVIEWED UNDERSTOOD AND AGREE TO THE TERMS HEREIN (SUCH TERMS BEING INTERPRETED AS IF THEY APPLIED TO BOTH ME AND THE MINOR CHILD/WARD) AND HAVE THE LEGAL AUTHORITY TO ENTER INTO THIS PARTICIPANT LEGAL LIABILITY AGREEMENT ON BEHALF OF THE MINOR CHILD/WARD.

Signature of Parent(s)/Guardian(s)

Print Name(s)

Date