

Armageddon Ambush WAIVER & RELEASE OF CLAIMS, ASSUMPTION OF RISK AND CONSENT TO MEDICAL TREATMENT ("WAIVER")

Armageddon Ambush {"Event"} ___/___/___ is a trademark pending of Fierce Fit LLCLLC {"FF"}

PLEASE READ THIS DOCUMENT CAREFULLY AS IT AFFECTS YOUR FUTURE LEGAL RIGHTS AND PROVIDE YOUR INITIALS ON EACH LINE AFTER READING BY SIGNING BELOW. YOU (ON BEHALF OF YOURSELF OR MINOR CHILD/WARD AND ANY PERSONAL REPRESENTATIVES, ASSIGNS HEIRS AND NEXT OF KIN) ACKNOWLEDGE, AGREE AND REPRESENT THAT YOU HAVE CAREFULLY READ AND FULLY UNDERSTOOD THE WAIVER AND AGREE TO ITS TERMS.

As used herein, the term "Releases" is defined to include: (i) FF, its owners, members, directors, officers, past and present employees, agents, representatives, affiliated companies, successors and assigns; (ii) Event volunteers; (iii) the owner of the property where the Event occurs, including (where applicable) any city, county and/or state government(s); and (iv) any Event sponsors or advertisers, including, but not limited to, members, directors, officers, past and present employees, agents, representatives, affiliated companies, successors and assigns.

1. I fully understand that the Event on ___/___/___ is an inherently dangerous activity that presents extreme obstacles, including, but not limited to, fire, mud pits, barbed wire, cargo nets, junk cars, heights, climbing, jumping into water, water crossings, swimming, steep hills and/or uneven terrain.
2. I fully understand that participating in the Event involves the risk: of severe physical bodily injury and/or death that cannot be completely eliminated.
3. I voluntarily, knowingly and freely assume all risks associated with competing in the Event, including, but not limited to, my own actions or inactions, the actions or inactions of others (including participants, spectators and Releases), falls, injuries, illnesses, infections, contact with others, completing any and all obstacles, premises defects (latent and concealed) and the effects of weather, including, but not limited to, rain, wind, heat and/or humidity.
4. I fully understand, agree and accept that some of the obstacles may go through water that has not been tested for chemicals, disease or contamination.
5. I understand that the Event course may contain wild animals, insects and plants.
6. I agree not to dive into or enter any mud and or body of water head first, as doing so may cause serious physical bodily injury and/or death.
7. I certify that I am physically fit and have no medical condition that would make participation in the Event more hazardous.
8. If I am pregnant, disabled in any way or have recently suffered an illness or injury, I should have or did consult a physician before participating in the Event.
9. I attest that on the date of the Event I will possess and be covered by medical insurance, individually or as part of an organization.
10. I fully consent to medical care and transportation in order to obtain treatment in the event of injury to me as FF, volunteers or medical professionals may deem appropriate and understand that this Waiver extends to any liability arising out of or in any way connected with such medical treatment and transportation provided in the event of an emergency and/or injury.
11. I agree to observe and obey all posted rules and warnings, to follow any instructions or directions given by FF through its employees, representatives or agents, and to abide by any decision of any Event official relative to my ability to safely attend and participate in the Event (written and or verbal).
12. I fully understand and agree that I am expected to exhibit appropriate behavior and to obey and adhere to all local, state and federal civil and criminal laws at all times while participating in or attending the Event. This includes, generally, respect for all people, equipment, facilities or property. FF may dismiss me, without refund, should my behavior endanger, in sole discretion of FF, the safety of or negatively affect the Event, person, participants, facility or property and I agree to indemnify the Releases from any and all third party claims caused in whole or in part by my negligence, gross negligence and or intentional acts or omissions.
13. I agree not to consume alcohol prior to the Event or use any medicine or substance (legal or illicit) that will inhibit my mental or physical ability to safely participate in the Event. I also agree that if I consume alcohol at the Event, I shall do so responsibly and only if I am over the minimum legal drinking age.
14. I agree that FF is not responsible for any personal item or property that is lost, damaged or stolen at the Event.
15. I understand that children under the age of 18, pets, wheeled baby conveyances or other wheeled means of conveyance are NOT permitted on the Event course.
16. I consent to the use of my image in photographs, motion pictures or recordings taken at the Event for use in Event advertising, marketing or promotion.
17. I assign all rights, title, and interest in any and all photographs, motion pictures, recordings or other records of the Event I may take or capture to FF. FF grants to me a limited, non-exclusive, perpetual right and license to use, for non-commercial purposes only, any and all photographs, motion pictures, recordings, or other records of the Event I may take or capture.
18. I agree that all entry fee payments are final and non-refundable.
19. I agree that FF reserves the sole right to cancel the Event in the event of weather (including, but not limited to, heat, tornadoes, earthquakes, fires, storms, lightning and floods), accidents, acts of war or terrorism, military conflicts or riots or for any reason that, in FF'S discretion, will protect the safety and security of Event participants and spectators. In the event of such cancellation, there will be no refund of my registration fee.
20. I agree that this Waiver is intended to be as broad and inclusive as permitted by the laws of the State of Florida, and that if any portion is held invalid, the balance shall continue in full legal force and effect.
21. I understand and acknowledge that the laws of the State of Florida shall apply to all matters relating to this Waiver regardless of the Event location, that the exclusive jurisdiction for any dispute with the Releases resides in state or federal court in Broward County, Florida and I expressly consent to the exercise of personal jurisdiction in the State of Florida in connection with any dispute with the Releases arising from my Event attendance or participation.
22. {Check One} _____ I am at least 18 years old. _____ I am at least 14 years old and my parent or guardian has reviewed this waiver and signed below

MY DATE OF BIRTH IS {MM/DD/YYYY} _____

I acknowledge that I have read and fully understood the important information above, that I have carefully analyzed, accepted, and agreed to all terms herein, that I sign on my own free act and deed and that I understand that I have given up legal rights by signing below. I acknowledge that this Waiver is consideration for permission to participate in the Event and my participation in the Event WILL BE DENIED if my signature does not appear on this Waiver prior to my participation in the Event.

I recognize, acknowledge and understand that there are inherent risks of severe physical injury and/or death when participating In the Event. I am solely responsible for determining if I am physically fit and sufficiently skilled for the Event. I freely and voluntarily agree to assume the full risk of any and all injuries, liabilities, damages, costs or losses, regardless of severity, that I may sustain as a result of participating in the Event. I release, waive, discharge, absolve, indemnify, agree to hold harmless and covenant not to sue the Releases for any claim arising out of any Injury to me and from any and all claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of any kind, nature, or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with my attendance at and participation in the Event, whether or not caused by the Releases' negligence or gross negligence.

Signature: _____ Print Name: _____ Date: _____

ONLY COMPLETE SECTION BELOW IF YOU ARE PARENT OR GUARDIAN OF A PARTICIPANT UNDER THE AGE OF EIGHTEEN (18)

I, the parent or guardian of the above named participant ("minor") give me approval for minor's participation in the event, represent that the minor is in good physical condition and acknowledge that I have reviewed, understood and agreed to the terms herein(such terms being interpreted as if they applied both to me and the minor) and have the legal authority to enter into this agreement on behalf of minor.

Signature: _____ Printed Name: _____ Date: _____