

TARDIGRADE
OBSTACLE COURSE RACING
AND FITNESS FACILITY

TARDIGRADE OBSTACLE COURSE RACING & MONARCH MEADOWS LLC

**PARTICIPANT WAIVER, RELEASE OF LIABILITY COVENANT NOT TO
SUE & IMAGE RELEASE**

Print Your Name Here: _____

Print Your Mobile Number Here: _____

Minor(s)/Children: _____

WARNING!

VISITATION TO AND/OR PARTICIPATION AT THE TARDIGRADE OBSTACLE COURSE AND FITNESS FACILITY ("THE TARDIGRADE"), AS WELL AS ITS RELATED ACTIVITIES, CAN BE DANGEROUS, AND THERE ARE RISKS INVOLVED IN YOUR VISITATION AND/OR PARTICIPATION. YOU CAN BE SERIOUSLY INJURED OR EVEN KILLED AS A RESULT OF YOUR VISITATION TO AND/OR PARTICIPATION AT THE TARDIGRADE AND ITS RELATED ACTIVITIES.

EXCULPATORY AND ASSUMPTION OF RISK AGREEMENT, RELEASE OF LIABILITY, AND COVENANT NOT TO SUE.

THIS EXCULPATORY AND ASSUMPTION OF RISK AGREEMENT, RELEASE OF LIABILITY AND COVENANT NOT TO SUE IS A LEGAL DOCUMENT.

It is hereinafter referred to as the "Agreement" and is entered into in connection with my visitation to and/or participation at The Tardigrade Obstacle Course and Fitness Facility ("The Tardigrade") or its related activities.

I enter into this Agreement on behalf of myself and intend to bind myself, my representatives, assigns, successors, administrators and anyone else claiming by or through me, including but not limited to any representative(s) of my estate to the terms hereof (myself and all of the foregoing being hereinafter referred to collectively as the "Releasors"). I enter into this Agreement, on behalf of myself and the Releasors, expressly for the benefit of Matthew B. Lister, Jessica J. Lister, Monarch Meadows, LLC, a Maryland limited liability company doing business as The Tardigrade Obstacle Course Racing and Fitness Facility, and its affiliates, parents, subsidiaries, members, managers, officers, employees, agents and assigns, as well as The Tardigrade officials, volunteers, sponsors, advertisers, independent contractors and owners and landlords of the premises on which The Tardigrade is operated (collectively hereinafter referred to as the "RELEASED PARTIES").

VOLUNTARY CHOICE

I desire to visit and/or participate at The Tardigrade and have decided to do so of my own free will and not due to any inducement or duress whatsoever. I understand that part of the required consideration for being allowed to participate at The Tardigrade is my entering into this Agreement.

NATURE OF SPORT

I understand that visiting and/or participating at The Tardigrade, and all its activities, means running through and negotiating a course of adventure obstacles such as tires, bales of hay, fences, walls, mud pits, heavy carries, rope climbs, swings, hanging bridges, and obstacles that will expose me to electric shock, bodies of water, cargo nets, fire and barbed wire, is a **DANGEROUS, CALCULATED RISK** activity which can, and sometimes does, result in **SERIOUS, PERMANENT BODILY INJURY OR DEATH** to its participants. The risk of injury and/or death from visiting and/or participating in activities at The Tardigrade is significant including, but not limited to the following: (i) sprains; (ii) strains; (iii) fractures; (iv) drowning; (v) near drowning; (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 falling, climbing, carrying heavy weight, paddling, biking, hiking, swimming, travel by truck, car, or other convenience; and (xii) the potential for permanent paralysis and/or death. While particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist. I understand that visiting and/or participating at The Tardigrade is a very dangerous thing to do and I can be injured or killed, **EVEN IF I DO EVERYTHING AS I WAS SUPPOSED TO DO**. I am accepting these and all other accompanying risks in order to be allowed to visit and/or participate at The Tardigrade.

ASSUMPTION OF RISK

I hereby personally **ASSUME ALL RISKS OF ANY NATURE FOR ANY DEATH, INJURY OR OTHER DAMAGES** to myself, my property or the property of others which may in any way, whether foreseeable or not, arise out of my visitation to and/or participation at The Tardigrade, and/or from the actions---specifically including negligent acts or omission---of all persons involved either directly or indirectly in the Event.

I KNOW AND FULLY APPRECIATE THAT MY VISITATION TO AND/OR PARTICIPATION AT THE TARDIGRADE EXPOSES ME TO RISK OF SERIOUS PERSONAL INJURY OR DEATH AND VOLUNTARILY ASSUME SUCH RISK.

RELEASE AND WAIVER OF ALL CLAIMS

For valuable consideration, including, but not limited to, the opportunity to visit and/or participate at The Tardigrade, I for myself and for the Releasors, **HEREBY EXPRESSLY RELEASE, DISCHARGE, HOLD HARMLESS FROM, AND WAIVE ANY AND ALL CLAIMS (INLCUDING BUT NOT LIMITED TO CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY OR DEATH), WHETHER FORESEABLE OR NOT, ARISING FROM NEGLIGENCE, CARELESSNESS, STRICT LIABILITY OR OTHERWISE** which I or the Releasors may presently or at any time in the future possess against anyone associated with The Tardigrade, including, but not limited to, the RELEASED PARTIES and any other persons or entities with which the RELEASED PARTIES have any connection, that are involved in my visitation to and/or participation at The Tardigrade, or which may presently or in the future arise out of, or in any manner occur in connection with my visitation to and/or participation at The Tardigrade.

COVENANT NOT TO SUE

I agree never to pursue any claim or institute any lawsuit or action at law or otherwise against any of the RELEASED PARTIES, nor initiate or assist in the prosecution of any claim or cause of action for damages or injury, that I or the Releasors may have either now or at any time in the future, by reason of any loss or injury (including death) to my person or property relating to or arising out of the activities contemplated by or in this Agreement and my visitation to and/or participation at The Tardigrade.

NOTICE OF THE ENFORCEABILITY AND VALIDITY OF THIS AGREEMENT

I understand and agree that if I, or any of the Releasers, initiates any suit or action at law against any of the RELEASED PARTIES for any loss or injury, no matter how minor or severe, to my person or property, that this Agreement will be used in court. **I ALSO UNDERSTAND THAT AGREEMENTS SUCH AS THIS HAVE BEEN UPHELD IN COURT BEFORE IN CONNECTION WITH INJURIES, LOSS AND DEATH ARISING OUT OF VISITATION TO AND/OR PARTICIPATION IN ACTIVITIES AT VENUES SIMILAR TO THE TARDIGRADE.**

EVENT ACTIVITIES ARE NOT ULTRA HAZARDOUS NOR DO THEY INVOLVE A PUBLIC SERVICE

I hereby affirm that while dangerous and risky, visiting and/or participating in activities at The Tardigrade and those covered by this Agreement are not ultra-hazardous activities for which a party may be held strictly liable, nor are they activities that serve the public good or are in the public's interest. Rather, they are recreational activities in which I am voluntarily participating for my own enjoyment.

USE OF NAME, IMAGE, ETC.

I hereby grant permission to the RELEASED PARTIES to film, videotape and record me, free of charge, as it relates to my attendance and participation at The Tardigrade, and I acknowledge and agree that the RELEASED PARTIES and their representatives shall have the unlimited right throughout the universe to copyright, use, reuse, publish, republish, broadcast and otherwise distribute all or any portion of my visitation to and/or participation in The Tardigrade which I may appear on any and all radio, network, cable and local television programs and in any print materials and in any other format or media (including electronic media) now known or hereinafter devised in perpetuity without compensation and free of charge. I hereby agree not to author, photograph, publicize, record, tape, publish, film or in any other way memorialize for profit, gain or publicity any matter related to my visitation to and/or participation in The Tardigrade. I specifically agree to recognize that all rights to promote, license or capitalize on my visitation to and/or participation in The Tardigrade belong solely and exclusively to Monarch Meadows, LLC.

MEDICAL CONDITION AND TREATMENT

I represent that I do not have any medical or physical condition that could interfere with my safety or health while visiting and/or participating in any activity at The Tardigrade, and that I have adequate medical and property insurance to cover any treatment required if I suffer any injury, and to adequately compensate me for any and all other loss or damage I may suffer as a result of and/or cause while visiting and/or participating in any activity at The Tardigrade. I will be solely responsible for all the costs of such injury, loss or damage in the event such insurance proves to be inadequate. I represent that I do not have any medical or physical condition that could interfere with my safety or health while visiting and/or participating in any activity at The Tardigrade including but not limited to any pre-existing medical condition; bone condition; circulatory problem; heart and/or lung condition; back or neck condition; high blood pressure; a history of spinal, musculoskeletal, or head injury; or recent surgery; and if female, I represent that I am not pregnant. I further represent that I have not been advised or cautioned by any medical professional to not participate in any activity similar to which is offered at The Tardigrade. I further represent that I am not under the influence of alcohol or any drugs, whether or not such drugs have been prescribed by a physician and will not be under such influence at any time during my visitation to and/or participation at The Tardigrade. I agree to monitor my own physical condition during my visit and/or participation in any activity and to immediately stop further participation in the activity that my continued participation would cause a danger to myself or others. In the event of an injury to me that renders me unconscious or incapable of making a medical decision, I authorize the Released Parties to secure on my behalf emergency medical care or transportation (such as EMS) when deemed necessary by the Released Parties (but agree that the Released Parties

shall not have any duty to me to call or secure any emergency medical care and shall not be liable for any alleged failure to call or secure such emergency medical care), and that the Released Parties and any emergency medical personnel that may be present or called to make emergency medical decisions on my behalf (including, but not limited to CPR and AED). I agree to assume all costs of emergency medical care and transportation, and to indemnify the Released Parties from all loss, costs, damages, liability, claims and/or causes of action arising from calling or securing for my benefit such emergency care.

I represent and warrant that prior to my visitation to and/or participation at The Tardigrade, and that as of the time of my visitation/participation, I am not infected with any communicable disease and/or virus including, but not limited to, any influenza, coronavirus and/or other disease and/or virus; and that if I visit and/or participate at The Tardigrade and at any time determine, learn and/or am advised that I was at the time of my participation infected or had the ability to communicate any disease and/or virus, will immediately notify Matthew or Jessica Lister of such determination, knowledge and/or advice, and the Released Parties may (but shall not be required) to disseminate such information in such manner as it deems appropriate in its sole discretion. I voluntarily, knowingly, and intentionally waive any and all claims arising from and/or relating to the consequences of any infection that I may have at the time of my visitation to and/or participation at The Tardigrade and/or any infection that I may acquire and/or suffer as a result and/or cause of my visitation to and/or participation at The Tardigrade; and will indemnify and hold the Released Parties, and all of them, harmless from any and all loss, costs, liability(ies), damage(s), claims and causes of action arising from and/or relating to any infection and/or disease that I may have, transmit and/or acquire as a result of my visitation to and/or participation at The Tardigrade, regardless of cause and/or source including but not limited to transmission and/or communication by another participant, Spectator and/or Released Party. I acknowledge and agree that the Released Parties have no duty or obligation to test other participants or spectators for any communicable diseases and/or virus(es), and/or other physical or mental impairments, or to advise me if the Released Parties become aware that any other participant was at the time of my visitation to and/or participation at The Tardigrade infected with and/or suffered from any communicable disease and/or virus.

ACKNOWLEDGEMENT

I agree that my signature is my acknowledgement of the contents of this Agreement and is my legally binding agreement to, and acceptance of, this Agreement's provisions. I also acknowledge and agree that my signature and visitation to and/or participation at The Tardigrade constitutes my voluntary agreement to abide by the Tardigrade Rules and Regulations, as they exist on the date of my visitation and/or participation, and which may be unilaterally revised or modified by the RELEASED PARTIES in their sole discretion. **I WILL NOT SIGN THIS DOCUMENT UNLESS I FULLY UNDERSTAND AND AGREE TO BE BOUND BY ITS CONTENTS.**

Signature

Printed Name

Date

Email Address

Cell Phone

EMERGENCY CONTACT INFORMATION (required)

Emergency Contact Name	Relationship	Mobile Phone

MINORS: IF UNDER 18, SIGNATURE OF PARENT OR GUARDIAN IS REQUIRED

The undersigned parent, being the natural or legal guardian of the child named below, does hereby represent that he/she (they) is (are), in fact, acting in such capacity, has fully read and understands the terms of this Agreement and the risks assumed in allowing a child to visit and/or participate at The Tardigrade, consents to and grants permission for the child's visitation to and/or participation at The Tardigrade, and agrees to indemnify, save and hold harmless each and all of the parties herein referred to above as RELEASED PARTIES from all loss, liability, damage, cost or claim whatsoever arising out of, related to, or resulting from the child's visitation to and/or participation at The Tardigrade.

Child(ren) Name(s) (Print)

Parent/Guardian Name (Print)

Parent (Signature)

Date