



BADASS DASH™ RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT WARNING BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT. PLEASE READ CAREFULLY.

This is a binding legal agreement. In CONSIDERATION of the acceptance of my registration to participate in the BADASS Dash event, the undersigned acknowledges and agrees to the following terms:

1. Description of Risks:

In consideration of my registration and participation in the BADASS Dash events, I hereby acknowledge that I am aware of the risks and hazards associated with or related to any such adventure, obstacles, and multisport events. The risks and hazards include, but are not limited to, injuries from:

- a. Running, Climbing, Crawling, and Swimming;
- b. Executing strenuous and demanding physical techniques;
- c. Vigorous physical exertion, strenuous cardiovascular workouts, rapid movements, quick turns and stops;
- d. Exerting and stretching various muscle groups;
- e. Entering the water by diving, jumping, or falling;
- f. Extended time in mud, ice, water, and underwater;
- g. Extreme weather and temperature conditions, which may result in dehydration, heatstroke, sunstroke, or hypothermia;
- h. Climbing, mounting, dismounting, crawling, or falling of course obstacles;
- i. Falling or colliding with the ground, walls, trees, stands, containers, course obstacles, equipment, or with other participants;
- j. Falling due to slippery surfaces, or uneven or irregular terrain;
- k. Failure to properly use any piece of equipment, obstacle, or from mechanical failure of any obstacle or equipment;
- l. Contact or being struck by other participants, spectators, event staff, obstacles, equipment or vehicles;
- m. Spinal cord injuries, which may render me permanently, paralyzed.
- n. Travel to and from the events, which are an integral part of BADASS Dash™ races, activities and events;

2. Furthermore, I am aware

- a. That injuries sustained can be severe;
- b. That I may experience anxiety while challenging myself during the BADASS Dash™ events.
- c. That I may come into close contact with other participants.
- d. That my risk of injury is reduced if I follow all rules established for participation and competition; and
- e. That my risk of injury increases as I become fatigued.

3. Release Of Liability and Disclaimer

In consideration of Bad Ass Dash USA LLC / Fun Guys LLC / Wesley Clover Foundation o/a Wesley Clover Parks / Its Affiliated Companies, Venues, Sponsors, Suppliers, allowing me to participate, I agree:

- a. That my physical condition has been verified by a medical doctor within the past twelve months and I am medically cleared to participate;
- b. To assume all risks arising out of, associated with or related to my participation and am fully aware of the nature of these risks including personal injury, death, property damage expense, and related loss, including loss of income;
- c. To be solely responsible for any injury, death, loss, including loss of income or damage that I may sustain while participating;
- d. To provide Bad Ass Dash USA LLC and it's Affiliated Companies, and Sponsors, a worldwide license to use all rights of publicity, including but not limited to my name, image, and likeness, for purposes of promoting events, in advertising (Promotional Rights) in perpetuity (and such release shall apply to any images or video taken by Bad Ass Dash USA LLC or on Bad Ass Dash's behalf at the events.

To RELEASE, DISCHARGE, SAVE HARMLESS AND INDEMNIFY Bad Ass Dash USA LLC / Wesley Clover Foundation o/a Wesley Clover Parks / Its Affiliated Companies, Venues, Sponsors, Suppliers, and their respective directors, officers, committee members, members, employees, volunteers, officials, judges, contractors, sponsors, participants, facilities where the activity occurs, agents and representatives from any and all liability, for any and all claims, demands, actions, judgments, executions and costs that might arise out of my participating, even though any such risks, injuries, loss, damage, claims, demands, actions or costs may have been caused by any manner whatsoever, including but not limited to, the negligence, breach of contract or breach of any statutory duty of care of Bad Ass Dash USA LLC / Fun Guys LLC, / Wesley Clover Foundation o/a Wesley Clover Parks /It's Affiliated Companies, Venues, Sponsors, Suppliers.

4. Acknowledgement. I acknowledge that I have read and understand this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon my heirs, my executors, administrators, representatives and myself.

First name: _____ Last name: _____

Date of Birth: _____ Valid email: _____
MM / DD / YYYY

Address: _____

City: _____ State / Province: _____ Postal / Zip code: _____

Home phone: (_____) _____ Cell Phone: (_____) _____

Signature: _____ Date: _____

PARENT or GUARDIAN please Print & Sign below (if competitor is under 18 years of age):

Parent/Guardian Full Name: _____

Signature: _____ Date: _____