

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

Spartan Race Slovenia

In consideration of being allowed to participate in any way in the above referenced Spartan Race competition(s), race(s), related events (the "Event") and/or activities, I acknowledge, appreciate, and agree that:

1. The risk of injury and/or death from the activities involved in the Spartan Race and its related events is significant including, but not limited to the following: (i) drowning; (ii) near-drowning; (iii) sprains; (iv) strains; (v) fractures; (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 paddling, climbing, biking, hiking, skiing, snow shoeing, travel by boat, truck, car, or other convenience; and (xii) the potential for permanent paralysis and/or death. I understand, agree and accept that some of the obstacles may go through water that has not been tested for chemicals, disease or <sup>SEP</sup>contamination. I understand that the Event course may contain wild animals, insects and plants. While particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist;

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASES or others, and assume full responsibility for my participation;

3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual and/or significant hazard during my presence or participation, I will remove myself from participation and bring such hazard to the attention of the nearest official;

4. I, for myself and on behalf of my heirs, assigns, personal representatives and/or next of kin, forever WAIVE, RELEASE, DISCHARGE and COVENANT NOT TO SUE Xchange Sport & Event AG, Spartan Race LLC, Joe Desena, and their officers, directors, representatives, officials, agents and/or employees, subsidiaries, and/or assigns, as well as their independent contractors, sponsoring agencies, sponsors, advertisers, volunteers, and if applicable, owners and lessors of the premises used to conduct the Event (collectively, the "Releases"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, and/or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. I further agree to indemnify, defend and hold harmless Releases from any loss, liability, cost, claim or damages arising from my participation in or association with activities and events organized and sponsored by the Xchange Sport & Event AG, Spartan Race LLC or connected with the Events.

5. I attest and verify that I am free from all illnesses, injuries and defects and that I am physically fit and sufficiently trained to participate in all activities associated with the Events. My participation in activities and events organized or sponsored by Xchange Sport & Event AG, Spartan Race LLC is entirely voluntary.

6. I consent to administration of first aid and other medical treatment in the event of injury or illness and hereby release and indemnify Releases from any and all liability or claims arising out of such treatment.

7. I agree that the Releases are not responsible for any personal items or property that is lost, damaged or stolen at the Event.

8. I agree that all entry fee payments are final and non-refundable. I cannot transfer my entry ticket to another person or race. I'm not allowed to hand over my timing tag to another person to race with that under my name or registration.

9. The Releases reserve the right, in its sole determination, to postpone, cancel, or modify the event due to weather conditions or other factors beyond the control of the Releases that might affect the health and/or safety of the participants. No refunds will be granted.

10. I grant full permission to Releases, as described above, to use photographs, images, videotapes, motion pictures, recordings, or any other record of the activities of the Events for any legitimate purpose in perpetuity and I understand that I shall not be entitled to any compensation therefore.

11. I hereby grant permission gratis to the Releases to film, videotape and record gratis the performance of the above named participant (referred to herein as "I", "me", "my") as it relates to the Event and subsequently to telecast and otherwise utilize the same gratis in whatever manner Releases shall deem appropriate. Such permission shall include the unlimited right to appropriate use gratis by Releases of my name, nickname, image, likeness, voice, photograph, signature facsimile, and biographical information in connection with the Event. I acknowledge that Releases 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 the Event in 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 know or hereinafter devised in perpetuity without compensation. In consideration and in return for being allowed to participate in the Event, I release and agree not to sue the Releases from all present and future claims regarding my participation in the Events that may be made by me, my family, estate heirs, or assigns.

12. By signing up for the race and signing this waiver I agree to adhere all rules and regulations of the race as described on the event website and/or communicated to me by email, on site briefings or any other official communication of the event. I commit to wear the timing chip that is provided to me by the organization at all times during the race and acknowledge the fact that I will be disqualified if not adhering to that rule.

Additional for KIDS RACE and SPRINT under 18 year old participants – Manditory.

I \_\_\_\_\_ the parent and legal guardian of, \_\_\_\_\_  
\_\_\_\_\_ declare that he / she is, in fact, acting in this capacity and accept and indemnify, safeguard and release from all liability all the present parties mentioned above as the renunciators, from any loss, responsibility, damage, costs or claim whatsoever, which may be imposed on said renunciators due to a default or the absence of this ability to do so and discharges the said renunciators on behalf of the undersigned.

PARENT / NAME OF LEGUAL TUTOR	SIGNATURE	RELATION WITH MINOR