

**Tough Mudder Limited Participant Waiver: Ireland
2020**

PARTICIPANTS AND PARENTS/GUARDIANS OF MINORS: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

MINORS AGED 14 TO 17: YOU MAY ONLY PARTICIPATE IN THE TOUGH MUDDER EVENT IF YOU ARE ACCOMPANIED BY YOUR PARENT OR LEGAL GUARDIAN / AN ADULT AGED 18 OR OVER AND YOUR PARENT OR LEGAL GUARDIAN HAS SIGNED THIS AGREEMENT.

PARENTS/LEGAL GUARDIANS: IF YOU ARE THE PARENT OR LEGAL GUARDIAN OF A MINOR, THEN BY SIGNING THIS AGREEMENT YOU ARE CONSENTING TO THE TERMS OF THIS AGREEMENT AND YOU ARE AGREEING TO THE MINOR'S PARTICIPATION IN THE TOUGH MUDDER EVENT UNDER YOUR / AN ACCOMPANYING ADULT'S DIRECT SUPERVISION.

Definitions and Interpretation "Agreement" means this Assumption of Risk, Limitation of Liability and Indemnity Agreement for Participants Aged 14 or Over; "Claim(s)" means all claims and actions for losses, costs, expenses and damages, including legal fees and related expenses; "I/me/my/Participant" is you, who will be a participant in the TM event and who either aged 18 or over or is a Minor, and who has signed this Agreement below; "Inherent Risks" are described below in the paragraph headed "Assumption of Inherent Risks"; "Minor" means the Participant in the TM event who has signed this Agreement and who is aged 14 or 17 on the date of their signature of this Agreement; "Parent/Guardian" means the Minor's parent or legal guardian who has signed this Agreement and is named below; "Released Parties" are together TML, RI, and their affiliates and respective directors, officers, employees, agents, contractors, insurers, equipment suppliers, spectators, other participants and volunteers; the Venue owner Loughcrew Facilities Management Limited (company number 479022) and its directors, officers, employees, agents, contractors, insurers, equipment suppliers, and volunteers; all TML and RI event sponsors, organisers, promoters, directors, officials, property owners, and advertisers; governmental bodies and/or municipal agencies whose property and/or personnel are used; and any or all parent, subsidiary or affiliate companies, licensees, officers, directors, partners, board members, supervisors, insurers, agents, equipment suppliers, and representatives of any of the foregoing; "Releasing Parties" are together my and Parent/Guardian's spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else bringing a Claim against TML, RI, or the Released Parties on my behalf; "Rules" means all of the rules contained in this Agreement together with all of the health and safety, course and access rules and regulations provided to me or posted at the Venue and on the website www.toughmudder.co.uk (as displayed on the date that I sign this Agreement); "TM event" is the Tough Mudder event that is taking place at the Venue further described below in the paragraph headed "Assumption of Inherent Risks"; "TML" is Tough Mudder Limited a limited company whose registered company number is 07202563 and whose registered office is at C/O Penningtons Solicitors LLP, Abacus House, 33 Gutter Lane, London EC2V 8AR; "RI" means RunIreland Ltd., whose registered office is Unit 3, Liosban Business Park, Tuam Road Galway, Ireland; and "Venue" means Loughcrew Adventure Castle, Loughcrew Oldcastle, Co Meath, Ireland, whose registered company number is 479022 and whose registered office is at Loughcrew Coffee Shop, Loughcrew, Oldcastle, Co Meath, Ireland.

Paragraph headings shall not affect the interpretation of this Agreement. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular. References to Parent/Guardian throughout this Agreement are only applicable if the Participant is a Minor. Assumption of Inherent Risks: The Tough Mudder event (hereafter referred to as the "TM event") is meant to be an extreme 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. The Venue is part of the challenge and the TM event will usually be held in 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 summary, the TM event is a hazardous activity that presents the ultimate physical and mental challenge to participants. I and Parent/Guardian acknowledge that the TM event is an extreme test of my 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, measures and precautions taken by TML and RI, and are further described below ("Inherent Risks"). I and Parent/Guardian also understand that the TM event is an extremely strenuous event and that there are risks and dangers generally in taking part in such activities. I and Parent/Guardian 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 and Parent/Guardian understand and acknowledge that the Inherent Risks include, but are not limited to: 1) my contact or collision with other persons or objects (e.g. with spectators or course personnel, other participants, motor vehicles, machinery or natural or man-made fixed objects or obstacles); 2) my encounter with TM event obstacles (e.g. natural and man-made water hazards, road and surface obstacles, close proximity and/or contact with thick smoke and open flames, barbed wire, pipes, and electric shocks); 3) extremely challenging course conditions; 4) weather-related hazards (e.g. extreme heat, extreme cold, humidity, ice, rain, fog); 5) judgment and/or behaviour related problems by me during the event; 6) erratic or inappropriate behaviour by other participants and/or spectators; 7) natural hazards (e.g. uneven terrain, rock falls, lightning strikes, earthquakes, wildlife attacks, contact with poisonous plants, marine life and/or ticks); and 8) contact with or swimming through water that has not been tested for chemicals, disease, or other contamination. TML and RI will use reasonable care and skill to run the TM event and provide a Venue that is fit and suitable for the TM event taking into account the nature of the Inherent Risks.

I and Parent/Guardian further understand and acknowledge that any of the Inherent Risks and other risks, not specifically named, may cause injury or injuries that may be categorised as minor, serious, or catastrophic. Minor injuries are common and include, but are not limited to: scrapes, bruises, cuts, grazes, abrasions, sprains, strains, muscle tension and soreness, dizziness, fainting, nausea, sunburn and electrolyte imbalance. Serious injuries are less common, but do sometimes occur. They include, but are not limited to, property loss or damage, broken bones, fractures, dislocations, torn ligaments and tendons, exposure, dehydration, heat exhaustion and other heat-related illnesses, hyperthermia, hypothermia, mental stress or exhaustion, infection, vomiting, concussion, loss of consciousness, seizures, electric shock and/or injury and neurological disorders/pain. Catastrophic injuries are rare, however, we feel that our participants should be aware of the possibility. 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, brain swelling and even death.

I and Parent/Guardian understand that it is my and Parent/Guardian's responsibility to consult with my general practitioner ("GP") prior to participating in the TM event to ensure that I am fit and well enough to take part and that my participation will not pose any unusual or serious risks to my health and well-being.

If I or Parent/Guardian believe or become aware that any aspects of the TM event course, facilities or equipment are unsafe or pose unreasonable risks, I and Parent/Guardian agree to immediately notify appropriate RI, TML, and/or Venue personnel. I and Parent/Guardian accept that I am fully and solely responsible for the condition and adequacy all of my own equipment that I bring to the Venue.

I and Parent/Guardian understand fully the Inherent Risks involved in the TM event and I assert that I am willingly and voluntarily participating in the TM event and Parent/Guardian asserts that he/she is willingly and voluntarily permitting his/her Minor's participation in the TM event. I and Parent/Guardian have read the preceding paragraphs and acknowledge that: 1) I and Parent/Guardian understand the nature of the TM event; 2) I and Parent/Guardian understand the demands of the activities at the TM event relative to my physical condition; 3) I and Parent/Guardian appreciate the potential impact of the types of injuries that may result from my participation in the TM event; 4) I and Parent/Guardian hereby confirm that I and Parent/Guardian each knowingly assume all of the Inherent Risks of the TM event; and 5) I and Parent/Guardian understand that TML and RI recommend that I and Parent/Guardian check

that I have health insurance to cover any injuries I may suffer as a result of participating in the TM event.

Limitation of Liability: I and Parent/Guardian hereby forever waive, release, covenant not to Claim, and discharge TML, RI, and the other Released Parties from any and all Claims arising out of my participation in the TM event:

1) resulting from the Inherent Risks e.g. for personal injury (including death) including injury caused during practice runs, the TM event, and while at the Venue location (including, but not limited to the base area, stands, pavements, parking areas, sponsor promotions, toilet facilities and dressing facilities); and/or

2) resulting from damage to, loss of, or theft of my property during the TM event; EXCEPT THAT nothing in this Agreement shall limit or exclude TML, RI, or the Released Parties' liability for: (i) death or personal injury resulting from its negligence; (ii) breach of statutory duty; (ii) criminal acts; (iii) fraud; (iv) or any liability that cannot be excluded under applicable law. Indemnity: I and Parent/Guardian hereby agree to reimburse TML, RI, and the other Released Parties in respect of: 1) any and all Claims made by any Releasing Party arising out of my participation in the TM event resulting from the Inherent Risks e.g. for personal injury, including death, (including injury caused during practice runs and while at the Venue) and/or from damage to, loss of, or theft of my property during the TM event; and 2) any and all Claims of other participants, rescuers, and others arising from my failure to comply with the Rules and/or my reckless conduct in the course of my participation in the TM event; EXCEPT FOR Claims arising from TML, RI, or the Released Parties' liability for: (i) death or personal injury resulting from its negligence; (ii) breach of statutory duty; (ii) criminal acts; (iii) fraud; (iv) or any liability that cannot be excluded under applicable law.

The Limitation of Liability and Indemnity provisions in this Agreement shall survive the end of the TM event. Venue and Jurisdiction I and Parent/Guardian understand that if legal action is brought in connection with this Agreement or its subject matter save in respect of data processing / data protection (which shall be subject to the laws of England and Wales and the courts of England and Wales shall have sole jurisdiction), the Irish courts shall have the sole and exclusive jurisdiction over the action and that Irish law shall apply.

Severability I understand and agree that this Agreement is intended to be as broad and inclusive as is permitted by Irish law and that if any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, unlawful, void, or for any reason unenforceable, then that provision or part-provision shall, to the extent required, be deemed to be deleted from this Agreement, and the validity and enforceability of any remaining provisions of this Agreement shall not be affected.

Entire Agreement: This Agreement supersedes any and all previous oral or written promises or agreements. I and Parent/Guardian each understand that this is the entire Agreement between me RI, and TML relating to its subject matter, and cannot be modified or changed in any way by representations or statements by any agent or employee of RI or TML. I and Parent/Guardian each agree that this Agreement may only be amended by a written document duly executed by RI on giving me at least 30 days written notice prior to the date of the TM event. If I and Parent/Guardian do not agree to the amended terms of this Agreement I and Parent/Guardian must let RI know in writing at least 7 days before the date of the TM event ("Refusal") and I and Parent/Guardian acknowledge that I shall not be permitted to take part in the TM event. In these circumstances the entry fee that I have paid shall be refunded to me within 30 days of the date of my Refusal. If I and Parent/Guardian do not send RI a Refusal I and Parent/Guardian shall be deemed to have accepted the amended terms of this Agreement. For the purpose of this provision a reference to "writing" includes email. Agreements for the Protection of Participants

- I and Parent/Guardian confirm that I am in good health and in proper physical condition to safely participate in the TM event. I and Parent/Guardian confirm that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in the TM event, or that would result in my participation creating a risk of danger to myself or to others.

- I and Parent/Guardian acknowledge that TML and RI recommend and encourage that I obtain medical clearance from my GP prior to my participation in the TM event. I and Parent/Guardian confirm that neither I nor Parent/Guardian have been cautioned against me participating in the TM event by any medical practitioner.

- I and Parent/Guardian understand it is my responsibility to continuously monitor my own physical and mental condition during the TM event, and I and Parent/Guardian each agree to withdraw me immediately and to notify appropriate RI or TML personnel if my continued participation would create a risk of danger to myself or to others.

- In the event of an injury to me that renders me unconscious or incapable of making a medical decision, I and Parent/Guardian authorise appropriate RI or TML personnel and emergency medical personnel at the TM event to make emergency medical decisions on my behalf (including, but not limited to CPR and use of an Automated External Defibrillator). I and Parent/Guardian authorise RI or TML to secure emergency medical care or transportation for me when deemed necessary by RI or TML.

- I and Parent/Guardian acknowledge that RI and TML have instituted the Rules for the protection of everyone attending the TM event including its participants. I agree to familiarise myself with all Rules and to follow them throughout the TM event. Parent/Guardian agrees to also familiarise his/ herself with the Rules and ensure that the Minor is familiar with such Rules and will follow them throughout the TM event. I and Parent/Guardian agree that RI or TML may stop or prevent my participation in the TM event (and, if necessary, have me removed from the Venue) if my participation, conduct, or presence endangers me or any other person present at the TM event.

Removal from TM event or Venue: I and Parent/Guardian acknowledge that RI or TML personnel and/or Venue personnel may prohibit or stop anyone from taking part in the TM event and/or immediately remove anyone from the Venue if they believe such person has disobeyed any applicable Rules, directions, instructions, decisions, or laws; or whose behavior endangers safety or negatively affects that person, any other person, facility, or property of any type or kind.

Alcohol & Drugs: I agree and Parent/Guardian agrees to ensure that: 1) I will not be under the influence of alcohol or any non-prescription drugs during my participation in the obstacle course at the TM event; and 2) I shall not consume alcohol excessively or be under the influence of any illegal drugs at the after party on the day of the TM event.

Data Protection and Marketing: I and Parent/Guardian agree that: 1) in the case of an emergency RI, TML and/or Venue personnel may use the emergency contact details I provided when I registered for the TM event; 2) should I receive medical assistance at the TM event, data collected on an accident form will be held on TML's database and shall be handled in accordance with the terms of the Data Protection Act 1998 (as amended from time to time) in accordance with TML's privacy policy, which is available at www.toughmudder.co.uk; and 3) TML may share any data I and Parent/Guardian provide to it, including personal data collected from me by registering online and Parent/Guardian's name, to any of its group companies and group business contacts within and outside the European Economic Area for use in connection with the TM event (even where the country or territory in question is not identified as one that maintains adequate data protection standards). By giving TML my personal information, I and Parent/Guardian expressly consent to TML's collection, use and disclosure of my personal information as described in TML's privacy policy which can be found at www.toughmudder.co.uk. When I submit personal information to TML, TML may use it to contact me and TML may provide it to certain third parties for marketing or promotional purposes. I understand that I have the right to ask TML not to process my personal data for marketing purposes and that I may always opt-out of receiving future e-mail messages and newsletters from TML or request that my information be removed from TML's website or corrected by emailing TML at info@toughmudder.co.uk.

Specific Rules: I acknowledge and agree that on the day of the TM event: 1) I shall not urinate or defecate outside of designated areas at the Venue; 2) I shall not bring any animals to the Venue; 3) I shall not use any wheeled equipment during my participation in the obstacle course at the TM event; and 4) I shall not wear any clothing or use any props or equipment that may pose a risk to myself, other participants, spectators or personnel.

Photography: I and Parent/Guardian understand that any and all photographs, motion pictures, recordings, and/or likenesses of me captured during the TM event by TML, its affiliated entities or contractors, and/or the media ("Relevant Other Parties") become the sole property of TML and/or the Relevant Other Parties (as applicable). I and Parent/Guardian acknowledge that such photographs, motion pictures, recordings, and/or likenesses of me may be edited, disseminated, adapted, modified, copied, used and/or exploited in whole or in part in all media and formats

throughout the world in perpetuity for any legitimate commercial or non-commercial purpose, including but not limited to promoting, advertising and marketing TML and events held by TML, without prior notice or compensation. I and Parent/Guardian further understand that TML and the Relevant Other Parties have the full right to sell and/or profit from the commercial use of such photographs, motion pictures, recordings, and/or likenesses of me. I and Parent/Guardian also grant TML the permission to use my name in connection with its legitimate commercial and non-commercial purposes including but not limited to promoting, advertising, and marketing TML and events held by TML without prior notice or compensation.

Rules: I and Parent/Guardian agree that my participation in the TM event is subject to my compliance with: 1) the terms of this Agreement; 2) the Rules; 3) all directions, instructions and decisions of RI, TML, and Venue Personnel on the day of the TM event. Age: I and Parent/Guardian confirm that I am aged 16 or over on the date that I am signing this Agreement. Participant's Agreement Acknowledgment of Understanding: I have read this Agreement and fully understand its terms. I understand that I am limiting my rights, including my right to sue. I further acknowledge that I am signing this Agreement freely and voluntarily.

IF THE PARTICIPANT IS A MINOR (I.E. AGED 14 TO 17 ON THE DATE THEY SIGN THIS AGREEMENT) THEN THEIR PARENT OR GUARDIAN MUST ALSO SIGN THIS AGREEMENT. Parent/Guardian's Agreement and Acknowledgment of Understanding: I confirm that I am the parent or legal guardian of the above named participating Minor and that I have read this Agreement and fully understand its terms. I understand that by signing this Agreement I am limiting my rights, including my right to sue. I further acknowledge that I am signing this Agreement freely and voluntarily. I confirm that either I or an adult aged 18 or over will accompany the Minor if the Minor is participating in the TM event.

PRINT NAME (BLOCK LETTERING) SIGNATURE DATE