Terms & Conditions of Participation and Warning Of Risk
("Rules and Regulations")

1. I understand that entering and participating in the Mudder Nature Challenge is a hazardous activity.

2. I understand that Mudder Nature Challenge presents extreme obstacles including, but not limited to, water, mud pits and steep hills.

3. I agree not to participate unless I am medically able.

4. I agree to abide by any decision of a race official relative to my ability to safely complete the race.

5. I agree to obey all civil and criminal laws at all times.

6. I assume all risks associated with competing in Mudder Nature Challenge, including but not limited to falls, contact with other participants, negligent or wanton acts of other participants, completing all obstacles, defects or condition of premises, the effects of the weather, including high heat and/or humidity, all such risks being known and appreciated by me.

7. I agree that Mudder Nature Challenge, Seven Seas Industries, and River Partners and their affiliates, sponsors, and assigns are not responsible for any personal items or property that are lost or stolen in the gear check area.

8. I grant permission to Mudder Nature Challenge, Seven Seas Industries, and/or River Partners, its affiliates, sponsors, and assigns to use any photographs, motion pictures, recordings or any other record of this event for any purpose including but not limited to promoting, advertising and marketing purposes. Any and all photographs, motion pictures, recordings or other records of the event are the sole property of Mudder Nature Challenge and River Partners.

9. I understand that all entries are final with no refunds.

10. The race directors reserve the right to modify, delete, change the race route and its obstacles at any time. The race directors also reserve the right to change, modify, delete the prices, prizes, and conditions at any time. I understand that there is no guarantee of prizes, entertainment, events, attractions and that these items are subject to change at any time.

11. The official race directors reserve the right in any event of emergency or local or national disaster to cancel the race and in the event of cancellation or change there is no refund of entry fees.

12. Participants are expected to exhibit appropriate behavior at all times, including obeying all laws. This includes respect for all people, equipment, and facilities, and cooperative, positive participation. Mudder Nature Challenge, Seven Seas Industries, and/or River Partners may dismiss, without refund, anyone whose behavior endangers safety or negatively endangers safety or negatively affects a race, a person, a facility, or property of any type or kind.

13. I am at least 18 years old; or my Parent/Guardian has reviewed the Rules and Regulations and consented to all terms. I have read and fully understand the above important information and warning of risk.

AGE **PRINTED NAME** **SIGNATURE OF REGISTRANT** **DATE**

Printed Name and SIGNATURE of Parent of Guardian (IF REGISTRANT IS UNDER 18 YEARS OF AGE at REGISTRATION **DATE**

Team Name:_____ Team Captain:_____ Run or Bike Team? (circle)

MUDDER NATURE CHALLENGE 2011 **Print a copy for each team member, if applicable**
RIVER PARTNERS

WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, COVENANT NOT TO SUE,
AND INDEMNIFICATION AGREEMENT
(Read carefully before signing. This document has significant legal consequences.
You may wish to consult with an attorney before signing).

IN CONSIDERATION of being allowed entry upon the real property owned by River Partners (the "Property Owner"), known as Willow Bend ("the Property) and being allowed to participate in the event known as Mudder Nature Challenge ("the Activity") and to observe and/or participate in any other activities on the Property (including, but not limited to, racing, running, biking, swimming, spectating, sightseeing, (the "Activities"), the undersigned, on behalf of him/her self and his/her personal representatives, heirs, next of kin and spouse, agrees that:

WAIVER AND RELEASE OF LIABILITY. I release the Property Owner, its officers, directors, agents, employees, independent contractors, consultants, affiliates, successors and assigns, promoters, sponsors, advertisers, volunteers, rescue personnel, inspectors, surveyors, underwriters, Seven Seas Industries, and other persons or entities who give recommendations, directions or instructions, or engage in risk evaluation or loss control activities and their directors, officers, agents and employees (herein collectively referred to as "Releasees"), from all liability which I may have, or which any personal representative, spouse, heir or assigns of mine may have, arising out of or relating in any fashion whatsoever to my physical presence on the Property or my participation in the Activity on the Property.

ASSUMPTION OF RISK. I understand and comprehend the risks associated with my physical presence on the Property and the Activity engaged in by myself and others at the Property and hereby assume full responsibility for any risks of bodily injury, death or property damage arising out of my physical presence on the Property and my participation in the Activity being engaged on the Property by myself and l others, whether caused by the negligence of the Releasees or the negligence or misconduct of other participants in the Activity, or otherwise.

COVENANT NOT TO SUE. I hereby covenant not to sue or otherwise assert a claim of any nature whatsoever against Releasees, or any of them, arising out of or in any way related to my physical presence at the Property or my participation in the Activity.

INDEMNITY AGREEMENT. I hereby agree to indemnify, hold harmless and defend Releasees from and against any and all claims, costs, expenses, or liability (including attorneys fees), attributable to bodily injury, sickness, disease, or death, or to damage or destruction of property (including loss of use thereof) caused by, arising out of, resulting from, or occurring in connection with my participation in the Activity or any other conduct of mine while on the Property. I agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of California, and that if any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

NO WARRANTIES. I acknowledge that Property Owner has not made any warranties, express or implied, regarding the condition of the Property or the physical or mental condition, competency or skills of any other person using the Property or officiating any event held at the Property.

MEDICAL AID. I further release all Releasees from any claim whatsoever on account of any first aid treatment or services rendered to me as a result of my physical presence and/or my participation in the Activity , including but not limited to negligence in any rescue operation, or in the event that medical care is not provided. I hereby consent to being transported to doctors, clinics or hospitals as necessary in the event of any injury, and I hereby assume responsibility for all costs incurred by such transportation and treatment, including costs of collection, which may include reasonable attorney's fees. I understand that the Property is in a remote location and that medical care may be inadequate or unavailable. I understand that Property Owner and independent contractors shall not be responsible for any damage(s) to a person(s), their personal property or their vehicle (s) due to being towed by Property Owner or its independent contractors.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, COVENANT NOT TO SUE, AND INDEMNIFICATION AGREEMENT. I FULLY UNDERSTAND ITS TERMS. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING IT AND I HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME AND I INTEND FOR MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE TO THE GREATEST EXTENT ALLOWED BY LAW.

AGE **PRINTED NAME** **SIGNATURE OF REGISTRANT** **DATE**

FOR REGISTRANTS UNDER 18 YEARS OF AGE AT THE TIME OF REGISTRATION

Printed Name and SIGNATURE of Parent of Guardian (IF REGISTRANT IS UNDER 18 YEARS OF AGE) **DATE**

Team Name:_____ Team Captain:_____ Run or Bike Team? (circle)