



OFFICIAL USE: BIB NUMBER: _____ LAST NAME: _____

**TRENCH MUDDER @ Guam International Raceway
PARTICIPANT AGREEMENT & WAIVER, RELEASE OF LIABILITY**

YOU AGREE THAT IF YOU DO NOT ACCEPT ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT & WAIVER, YOU SHOULD NOT PARTICIPATE IN THE EVENT.

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

- The event is an inherently dangerous activity that presents extreme obstacles, including but not limited to mud pits, barbed wire, slides, cargo nets, heights, concrete walls, sand, silt, jumping into water, steep hills or uneven terrain, rocks. I understand, agree and accept that some of the event course or obstacles may go through water that has not been treated for chemicals, disease or contamination and that the event course may contain wild animals, plants, and insects.
 - The risk of injury and/or death from the activities involved in the Trench Mudder Event is significant including, but not limited to the following: (i) drowning; (ii) cuts; (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) illnesses; (xi) accidents involving, but not limited to paddling, climbing, biking, hiking, travel by truck, car, or other convenience; (xii) heart attack and (xiii) the potential for permanent paralysis and/or death. While particular rules, equipment, and personal discipline may reduce this risk, the risk of death or serious injury does exist;
 - AFTER OPPORTUNITY TO FULLY INFORM MYSELF ABOUT THE EVENT, I KNOWINGLY AND FREELY ASSUME AND ACCEPT ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, and assume full responsibility and all risks for my participation in the event and entering the premises, including, but not limited to my own actions or inactions (or the actions or inactions of my minor child/ward), the action or inaction of others (including the Releasees or Event attendees);
 - I voluntarily 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; I agree and understand that attempting or completing any obstacle is completely voluntary and I am free to avoid any obstacle. If I am participating in a competitive wave for prizes, I understand that avoiding and obstacle will render me ineligible for a prize.
 - 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 UPSHIFT ENT., TRENCH MUDDER, GUAM RACING FEDERATION, and CHAMORRO LAND TRUST COMMISSION and their officers, directors, representatives, officials, principals, 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 "Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, and/or loss or damage to person or property, incurred by me in connection with participation in the Event. I further agree to indemnify, defend and hold harmless Releasees from any loss, liability, cost, claim or damages arising from my participation in or association with activities and events organized and sponsored by Upshift Ent., and Trench Mudder or connected with the Event. I understand that the Releasees are not responsible for any personal property that is lost, damaged, or stolen at the Event.
 - I attest and verify that, unless otherwise indicated below, I am over 18 years of age, am free from all illnesses, injuries and defects that could interfere with my safe participation in the Event and that I am physically fit and sufficiently trained to participate in all activities associated with the Event. My participation in activities and events organized or sponsored by Upshift Ent. is entirely voluntary. I further certify and represent that on the date of the Event I will possess and be covered by medical/health insurance, individually or as part of an organization.
 - I consent to administration of first aid and other medical treatment in the event of injury or illness and hereby release and indemnify Releasees from any and all liability or claims arising out of such treatment.
 - The Releasees reserve the right, in their sole and absolute discretion, to postpone, cancel, or modify the event due to weather conditions, Acts of God or other factors beyond the control of the Releasees that might affect the health and/or safety of the participants. No refunds will be granted.
 - I hereby irrevocably and absolutely grant permission to the Releasees to photograph, film, videotape and record gratis the performance of the below named participant (or child / ward) in the Event and subsequently to telecast, distribute and otherwise utilize the same in whatever manner Releasees shall deem appropriate. Such permission shall include granting the unlimited and irrevocable right to Releasees, without compensation of any kind to me, to use, reproduce or broadcast, my name, nickname, image, likeness, voice, photograph, signature facsimile, and biographical information in connection with the Event without compensation of any kind to me. In consideration and in return for being allowed to participate in the Event, I release and agree not to sue the Releasees from all present and future claims regarding my participation in the Events that may be made by me, my family, estate heirs, or assigns.
- I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND THAT THE EVENT IS AN EXTREME TEST OF MY PHYSICAL AND MENTAL LIMITS, THAT THERE ARE INHERENT RISKS INVOLVED IN PARTICIPATING, AND THAT ENGAGING IN THOSE RISKS IS ONE OF THE PRIMARY REASONS I HAVE VOLUNTARILY DECIDED TO PARTICIPATE IN THE EVENT. UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT AND INTEND MY SIGNATURE TO BE A WAIVER AND COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY DUE TO THE NEGLIGENCE OF RELEASEES OR THE INHERENT RISKS OF THE EVENT.**

Participant Name (PRINT): _____

Signature _____ Date _____

EMERGENCY CONTACT (required) Name _____ Phone _____

ONLY COMPLETE SECTION BELOW IF YOU ARE A PARENT OR GUARDIAN OF A PARTICIPANT UNDER THE AGE OF EIGHTEEN (18)

The undersigned, _____, hereby certifies, warrants and represents that I am the legal parent or guardian of the signer of the above Release (the "Participant"), and that after fully informing myself regarding the nature and risks of the Event, I give my permission for Participant to participate in the same and by my signature below I fully ratify, accept and agree to all of the terms of the above Release both for myself individually and as legal parent or guardian of the Participant.

Signature _____ Relationship to minor _____