

***Mad Cap Events, LLC***  
**Spectator Legal Liability Agreement**

I recognize and acknowledge that there are certain risks of physical injury to spectators at the Event and I voluntarily agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that I (or my child) may sustain as a result of attending and/or working at the Event. I approve my (or my child's) ability to watch or spectate at the Event. I assume all risks and hazards incidental to entering, watching or spectating at the Event, and I waive, release, absolve, indemnify, and agree to hold harmless Mad Cap Events, LLC ("MCE"), its owners, officers, past and present employees, event venues, contractors, agents, representatives, assigns, administrators, representatives, executors, volunteers and all city, county and state governments, and all sponsors, their representatives and successors, Event Medic NY Inc., and its officers, employees, and independent contractors, and other persons, for any claim arising out of an injury to me (or my child) and from any and all claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with my (or my child's) attendance or volunteer work at the Event.

**MEDICAL CONDITION AND TREATMENT**

I represent that I do not have any medical or physical condition that could interfere with my safety or health while in participating in any Savage Event, and that I have adequate medical and property insurance to cover any treatment required if I suffer any injury, and to adequately compensate me for any and all other loss or damage I may suffer as a result of and/or cause while participating in any Savage Event; any insurance that I am provided through Savage will be in addition and secondary to my primary medical, liability and property insurance coverage. I will be solely responsible for all the costs of such injury, loss or damage in the event such insurance proves to be inadequate. I represent that I do not have any medical or physical condition that could interfere with my safety or health while in participating in any Savage Event including but not limited to any pre-existing medical condition; bone condition; circulatory problem; heart and/or lung condition; back or neck condition; high blood pressure; a history of spinal, musculoskeletal, or head injury; or recent surgery; and if female, I represent that I am not pregnant. I further represent that I have not been advised or cautioned by any medical professional to not participate in any Savage Event or similar activity. I further represent that I am not under the influence of alcohol or any drugs, whether or not such drugs have been prescribed by a physician, and will not be under such influence at any time during my participation in any Savage Event. I agree to monitor my own physical condition during each Savage Event and to immediately stop further participation in the event my continued participation would cause a danger to myself or others. In the event of an injury to me that renders me unconscious or incapable of making a medical decision, I authorize Savage to secure on my behalf emergency medical care or transportation (such as EMS) when deemed necessary by Savage (but agree that Savage shall not have any duty to me to call or secure any emergency medical care and shall not be liable for any alleged failure to call or secure such emergency medical care), and that Savage personnel and any emergency medical personnel that may be present or called to make emergency medical decisions on my behalf (including, but not limited to CPR and AED). I agree to assume all costs of emergency medical care and transportation, and to indemnify Savage from all loss, costs, damages, liability, claims and/or causes of action arising from calling or securing for my benefit such emergency care.

I represent and warrant that prior to my participation in any Savage Event(s), and that as of the time of my participation, I am not infected with any communicable disease and/or virus including, but not limited to, any influenza, coronavirus and/or other disease and/or virus; and that if I participate in a Savage Event and at any time determine, learn and/or am advised that I was at the time of my participation infected or had the ability to communicate any disease and/or virus, will immediately notify Savage of such determination, knowledge and/or advice, and Savage may (but shall not be required) to disseminate such information in such manner as it deems appropriate in its sole discretion. I voluntarily, knowingly, and intentionally waive any and all claims arising from and/or relating to the consequences of any infection that I may have at the time of my participation in a Savage Event and/or any infection that I may acquire and/or suffer as a result and/or cause of my participation in a Savage Event; and will indemnify and hold the Savage Released Parties, and all of them, harmless from any and all loss, costs, liability(ies), damage(s), claims and causes of action arising from and/or relating to any infection and/or disease that I may have, transmit and/or acquire as a result of my participation in a Savage Event, regardless of cause and/or source including but not limited to transmission and/or communication by another participant, Spectator and/or Savage Released Party. I acknowledge and agree that Savage has no duty or obligation to test other

participants or Spectators for any communicable diseases and/or virus(es), and/or other physical or mental impairments, or to advise me if Savage becomes aware that any other participant was at the time of the Savage Event in which I participated infected with and/or suffered from any communicable disease and/or virus.

\_\_\_\_\_ 1. I understand that I (or my child) is/am a spectator at this event. I understand and agree that no spectator shall be allowed to use, try out, enter or test any course obstacles.

\_\_\_\_\_ 2. I agree to follow the direction of Event officials, to follow Event officials' instructions and to abide by MCE's and the Event's policies and procedures.

\_\_\_\_\_ 3. I understand that I am not an independent contractor and not an employee of MCE. I am not entitled to receive any payment, salary, benefits, insurance or other remuneration. I am not authorized to enter into or commit MCE to any agreements. I am expected to carry personal medical insurance to cover any medical expenses arising from any injuries or illness I incur while working at the Event.

\_\_\_\_\_ 4. I understand that the Event is a hazardous activity that presents extreme obstacles, including, but not limited to, fire, mud pits, barbed wire, cargo nets, junk cars, climbing, heights, jumping from heights, water crossings, swims, steep hills and uneven terrain.

\_\_\_\_\_ 5. I assume all risks associated with entering the Event venue, including, but not limited to, falls, contact with participants, spectators, volunteers and staff, negligent or intentional acts of participants, spectators, volunteers and staff, defects or conditions of premises and the effects of weather, including high heat and/or humidity, all such risks being known, understood and appreciated by me.

\_\_\_\_\_ 6. I agree not to attend or enter the Event unless I am medically able to do so.

\_\_\_\_\_ 7. I attest that if I am pregnant, disabled in any way or have recently suffered an illness, injury or impairment, I should have or did consult a physician before attending the Event.

\_\_\_\_\_ 8. I agree not to consume alcohol prior to the Event or ingest any medicines or substances that will inhibit my mental or physical ability to safely and effectively spectate at the Event.

\_\_\_\_\_ 9. I agree to abide by any decision of any Event official relative to my ability to enter or spectate at the Event.

\_\_\_\_\_ 10. In the event of injury, I consent to emergency medical care and transportation in order to obtain treatment as MCE, volunteers or medical professionals may deem appropriate. This Waiver & Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency.

\_\_\_\_\_ 11. I understand and agree that I am expected to exhibit appropriate behavior at all times and I agree to obey all local, state and federal civil and criminal laws at all times while attending the Event. This includes, generally, respect for all people, equipment, facilities or property. MCE may eject or dismiss me, without written notice or payment, should my behavior endanger the safety of or negatively affect the Event, person, facility or property of any kind. I also agree to indemnify MCE, its employees and representatives, from any and all third party claims caused in whole or in part by my negligent or intentional acts or omissions.

\_\_\_\_\_ 12. I agree that MCE is not responsible for any personal items or property that is lost, damaged or stolen at the Event.

\_\_\_\_\_ 13. I consent to the use of my image in photographs, motion pictures, or recordings taken at the Event for use in the advertising, marketing or promotion of the Event.

\_\_\_\_\_ 14. I assign all rights, title, and interest in any and all photographs, motion pictures, recordings or other records of the Event I may take or capture to MCE. MCE grants to me a limited, non-exclusive, perpetual right and license to use, for non-commercial purposes only, any and all photographs, motion pictures, recordings, or other records of the Event I may take or capture.

15. I agree that MCE reserves the right to cancel the Event in the event of extreme weather (including, but not limited to, tornadoes, earthquakes, fires, storms, lightning and floods), accidents, acts of war or terrorism, military conflicts or riots or for any reason that, in MCE's discretion, will protect the safety and security of Event participants, spectators, volunteers and staff. In the event of such cancellation, no payment will be made to any volunteer or staff.

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Signature of Spectator		Name (Printed)															

**ONLY COMPLETE SECTION BELOW IF YOU ARE A PARENT OR GUARDIAN OF A SPECTATOR UNDER THE AGE OF 18**

I, the parent or guardian of the above named spectator, give my approval for this child to spectate at the Event. I assume all risks and hazards incidental to the child's attendance and participation as a spectator at the Event and I waive, release, absolve, indemnify and agree to hold harmless MCE, its owners, officers, past and present employees, agents, representatives, assigns, administrators, representatives, executors, volunteers and all city, county and state governments, and all sponsors, their representatives and successors, and other persons, for any claim arising out of an injury to the child and from any and all claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with the child's attendance or participation as a spectators at the Event. I consent to the foregoing and grant permission for this child to spectate at the Event. I acknowledge I have carefully read, accepted and agreed to the terms of this Waiver & Release, know and understand its contents and sign below on my own free act and deed.

1. I acknowledge that I have carefully analyzed, accepted, and agreed to the terms of this Waiver & Release, know and understand its contents and sign on my own free act and deed.

2. I have read and fully understand the important information above, including the warning of risk, assumption of risk and waiver and release of all claims.

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