

THE WAIVER:

EVERYONE MUST SIGN THE OFFICIAL WAIVER.

YOU MUST HAVE A PRINTED COPY WITH YOU ON EVENT DAY.

WAIVERS WILL NOT BE AVAILABLE AT CHECK-IN.

PLEASE STAPLE YOUR WAIVER TOGETHER. (THE WAIVER IS 2 PAGES)

FIRST NAME

LAST NAME

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WAIVER
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Event Scheduling, Cancellation & Refunds:

I understand and acknowledge that Fathom Producers, LLC has the right to delay, modify, reschedule, or cancel the event at any time, without any notice. I understand and acknowledge that I am not eligible to receive a refund for any reason, under any circumstances including, but not limited to: injury, scheduling conflict, Event delay, Event rescheduling, Event modification or Event cancellation. Furthermore, I understand and acknowledge that the additional online transactional (checkout convenience) fees, donations, spectator tickets, merchandise purchases, applicable taxes, or any other costs incurred in connection to the Event are non-refundable under any circumstances including, but not limited to: premature cancellation due to insufficient projected attendance.

INITIAL HERE _____

Stolen, Lost, or Damaged Property:

I understand and acknowledge that by parking a vehicle in my custody at the Mud Challenger event, I have not, in any way, relinquished my custody or responsibility of the vehicle and contents of the vehicle. I agree that Fathom Producers, LLC is not responsible for any personal item or property that is lost, damaged or stolen at the Event site or any parking areas.

INITIAL HERE _____

Photography and Video Release:

I hereby grant permission to the rights of my image, likeness and sound of my voice as recorded on audio or video tape without payment or any other consideration. I grant permission to use and license others to use my name and any such photograph, video, or audio of myself. I understand that my image may be edited, copied, exhibited, published or distributed and waive the right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising from or related to the use of my image or recording. I further understand and acknowledge that there is no time limit on the validity of this release nor is there any geographic limitation on where these materials may be distributed, or limitation on type of distribution, including, but not limited to: television, radio, internet, and printed mediums.

INITIAL HERE _____

Severability, Integration, Mediation and Arbitration:

I recognize, acknowledge and understand that this waiver, release, and agreement, is intended to be as broad and inclusive as is permitted and that if any provision is found to be unlawful, void, or for any reason unenforceable, the rest of the agreement shall remain enforceable and valid.

I affirm that this agreement supersedes any and all previous oral or written promises or agreements. I understand that this agreement cannot be modified or changed in any way. Oral agreements are non-binding.

In the event of a legal issue, I agree to engage in good faith efforts to mediate any dispute that might arise. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims arising out of my participation in the Event shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect. The cost of such action shall be shared equally by the parties.

INITIAL HERE _____

Acknowledgements and Covenants

I affirm that I am (or will be) majority age by the date of the Event. I do further certify that I possess full legal capacity to execute the foregoing authorization and release. I acknowledge that I have read and fully understand the important information above, that I have carefully analyzed, accepted, and agreed to all terms herein, that I sign on my own free act and deed and that I understand that I have given up legal rights by signing below. I acknowledge that this Waiver is consideration for permission to participate in the Event and my participation in the Event WILL BE DENIED if my signature (or the signature of my parent/guardian if I am under the age of 18) does not appear on this Waiver prior to my participation.

I release, waive, discharge, absolve, indemnify, agree to hold harmless and covenant not to sue the Releasees for any claim arising out of any 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 any 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 at and participation in the Event, whether or not caused by the Releasees' negligence or gross negligence.

SIGNATURE OF PARTICIPANT _____ PRINT NAME _____ DATE: _____

PARENT OR GUARDIAN OF MINORS:

I, the parent or guardian of the above named participant ("Minor"), give my approval for Minor's participation in the Event. I assume all risks and hazards incidental to Minor's participation in the Event and I release, waive, discharge, absolve, indemnify, agree to hold harmless and covenant not to sue the Releasees for any claim arising out of an injury to the Minor and from any and all claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of any 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 Minor's attendance at and participation in the Event, whether or not caused by the Releasees' negligence or gross negligence. I consent to the foregoing, grant permission for Minor to participate in the Event and acknowledge that I have carefully analyzed, accepted and agreed to the terms of this Waiver, know and understand its contents and sign below on my own free act and deed.

SIGNATURE OF PARENT/GUARDIAN _____ PRINT NAME _____ DATE: _____