

**E4W LLC  
WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK  
AGREEMENT  
FOR PARTICIPANTS**

**PLEASE REVIEW THOROUGHLY BEFORE SIGNING**

The undersigned, in consideration of being permitted to participate in the Pretty Muddy Sacramento (the "Event") hereby acknowledges, understands and agrees to the following:

1. I agree "Releasees" shall include the following: E4W LLC, its affiliates, assigns, owners, members, managers, officers, agents, employees, volunteers and directors; insurers of the Event; all sponsors of the Event; promoters of the Event; advertisers at the Event; Event coordinators; the owner of the venue for the Event; the City of Sacramento, its affiliates, assigns, owners, shareholders, members, managers, officers, agents, employees, volunteers and directors; Entercom California, LLC, its affiliates, assigns, owners, shareholders, members, managers, officers, agents, employees, volunteers and directors.
2. I waive any and all claims that I may have in the future against the Releasees for any and all loss, damage, injury or expense that I may suffer, or that my next of kin may suffer, as a result of participating in the Event, due to any cause whatsoever, including, but not limited to, inadequate competition equipment and/or equipment failure and negligence or fault on the part of any Releasee.
3. I acknowledge that participation in the Event is hazardous and inherently dangerous. I acknowledge that the Event is an extreme test of my physical and mental limits. The risk of injury from activities involved in the Event is significant, including the potential for permanent paralysis and death. I agree to assume all risk of personal injury, including serious personal injury or death, arising from participating in this Event, including, but not limited to, contact with other participants, falls, acts of other participants and weather conditions.
4. I understand that the Event may contain both natural and manmade obstacles, including but not limited to mud pits, inflatable slides, wooden structures, cargo nets, climbing, and that, while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury or death does exist and this risk cannot be completely eliminated. I understand that one or more of the obstacles include colored cornstarch being thrown on me as I navigate the obstacle and that this colored cornstarch will get on my skin and could get in my eyes, mouth, ears and other parts of my body. I acknowledge and understand that the colored cornstarch could permanently stain my clothing and/or cause me to have an allergic reaction should I be allergic to any of the contents of the colored cornstarch. Further, I acknowledge and understand that I can choose to walk or run around any obstacles that include the throwing of this colored cornstarch onto me so that I can avoid any damage to my clothing or any injury to me from such colored cornstarch. I acknowledge the ingredients of the colored cornstarch can be found on E4W LLC's website at [www.prettymuddy.com](http://www.prettymuddy.com) and I have read the same.
5. I knowingly and freely assume all risks of participating in the Event, both known and unknown, including but not limited to my own actions or inactions, the actions or inactions of others (including Releasees, spectators or other participants), falls, illness, property damage, infection, premises and venue defects and the effects of weather (including heat and/or humidity) and assume full responsibility for my participation in the Event.
6. I willingly agree to comply with all conditions imposed by E4W LLC on my participation in the Event, including abiding by the rules of the Event and following all directions of Event coordinators, E4W LLC employees and volunteers. E4W LLC or its designated parties may require me to immediately leave the Event, without refund of my entry or registration fee, if I act inappropriately or not follow the rules of the Event. No urination or defecation is permitted outside of designated areas. I understand that E4W LLC employees and volunteers and Event coordinator employees and volunteers may immediately dismiss anyone who disobeys any rules,

directions, instructions, decisions, or laws, or whose behavior endangers the safety or negatively affects a person, facility, or property of any type or kind.

7. I agree that my participation in the Event is voluntary, that I know my own capabilities and limitations and I agree that I will participate in the Event only if I am physically, medically and mentally prepared to do so. I understand that it is my responsibility to continuously monitor my own physical and mental condition during the Event, and I agree to withdraw immediately and to notify appropriate personnel if at any point my continued participation would create a risk of danger to myself or to others. I acknowledge and agree that I will not be reimbursed any portion of any fees paid for participation in the Event if I withdraw before completing the Event. If I am pregnant, disabled or have recently suffered an illness or injury, I agree to consult with a physician before participating in the Event.
8. I agree not to consume alcohol prior to or during the Event or use any medicines or substances that will impair me either mentally or physically from participating safely in the Event. I further understand that there is risk and danger associated with the consumption of alcohol after participation in the Event. I understand that the Event is an extreme test of mental and physical fitness and that the risks and dangers of consuming alcohol after such a test may be magnified. I take full responsibility for any decision to consume alcohol after completing the Event and I understand that it is my responsibility to know my own limits. I understand that the responsibility for injury, loss or damage that I assume in this Waiver and Release of Liability and Assumption of Risk Agreement includes, but is not limited to, full responsibility for injury or loss to myself or to others and for any damage to any personal or real property associated with any such decision to consume alcohol. I hereby indemnify and agree to hold harmless the Releasees from any injury, loss or damage described in this Section.
9. I consent to any emergency medical care or transportation that any Releasee may deem appropriate in the event of an injury to me. I understand that this Waiver and Release of Liability and Assumption of Risk Agreement extends to any liability arising from, or in any way connected with, such medical care or transportation.
10. I will maintain my own medical, disability and life insurance sufficient to cover any expenses, including loss of income, that I, or my family, may incur arising from my injury, disability or death. I certify that I am physically fit and have no medical condition that would make participation in the Event more hazardous. I agree to assume liability for any and all medical costs incurred as a result of my participation in the Event that are not covered by my insurance, including, but not limited to, costs of: medical care and treatment, ambulance services, hospital stays, and physician and pharmaceutical goods and services. I agree to indemnify and hold harmless the Releasees from any and all liability for such costs.
11. I agree to abide by all local, state and federal civil or criminal laws during my participation in the Event. I agree that E4W LLC may dismiss me from participation without refund should my conduct violate the rules of the Event, violate the law, endanger the safety of any participant, employee, volunteer or spectator or otherwise interfere with the Event.
12. I agree that I alone am responsible for my personal items and property at the Event and that Releasees are not responsible for any of my personal items or property that are lost, damaged or stolen at the Event.
13. I certify that I am at least 18 years of age, or that my parent or legal guardian has consented to my participation by completing the release and indemnification agreement below.
14. I hereby release, discharge, waive and relinquish the Releasees from any and all claims caused by the condition and/or maintenance of the venue of the Event.
15. I, for myself and on behalf of my heirs, assigns and personal representatives, hereby release, forever discharge, waive against, indemnify and hold harmless the Releasees with respect to any and all injury, disability, death, claim, liability, cost, expense or loss or damage to person or property I may suffer, or that my next of kin may suffer, resulting from my participation in the Event, due to any cause whatsoever, including but not limited to negligence on the part of one or more Releasees or fault of one or more Releasees.

16. I agree that the statutes and laws of the State of Wisconsin, without regard to the conflict of laws and principals thereof, will apply to all matters relating to this Event registration and this Waiver and Release of Liability and Assumption of Risk Agreement. I further agree and expressly consent to the exercise of the personal jurisdiction of the courts of the State of Wisconsin in connection with any dispute or claim with E4W LLC.
17. If any portion of this Waiver and Release of Liability and Assumption of Risk Agreement is found invalid, it is agreed that the balance of this Waiver and Release of Liability and Assumption of Risk Agreement shall, notwithstanding, continue in full force and effect.
18. I agree that E4W LLC reserves the right to cancel or reschedule the Event in the event of extreme weather, including extreme heat, tornadoes, storms, accidents, acts of war or terrorism or for any reason that E4W LLC believes is necessary to protect the safety and security of the Event participants.
19. I agree that all entries are final and that refunds of entry or registration fees will not be granted for any reason, including rescheduling or cancellation of the Event for any reason.
20. I consent and grant permission to E4W LLC, and its affiliates and assigns to use my name, any photographs, motion pictures, recordings or other record of this Event and/or me in this Event for any purpose. I assign all rights, title and interest in all such photographs, motion pictures, recordings and other records to E4W LLC and acknowledge that all such material and records are the sole property of E4W LLC.
21. I indemnify and hold harmless the Releasees from any claims, causes of action, liability, cost, expense, loss or damage suffered by any one or more of the Releasees from my actions before, during and after the Event.
22. No animals are allowed at the Event.
23. I acknowledge I have been given the opportunity to negotiate the terms of this Waiver and Release of Liability and Assumption of Risk Agreement and the ability to have any questions regarding this document answered prior to my signing this Waiver and Release of Liability and Assumption of Risk Agreement.
24. No wheeled conveyances are allowed on the Event course.
25. I understand this Waiver and Release of Liability and Assumption of Risk Agreement operates for myself as well as on behalf of my spouse, children, parents, guardians, heirs, next of kin and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on my behalf.
26. THIS WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT IS BINDING UPON ME AND MY ASSIGNS, LEGAL REPRESENTATIVES AND HEIRS.

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY.

Signature \_\_\_\_\_ Age \_\_\_\_\_ Date \_\_\_\_\_  
 Name (Print) \_\_\_\_\_ Phone \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

FOR PARENTS/LEGAL GUARDIANS OF PARTICIPANTS OF MINORITY AGE:  
*(under age 18 at time of registration)*

This is to certify and warrant that I, as parent/legal guardian with legal responsibility for this participant, have full legal authority to complete this Waiver and Release of Liability and Assumption of Risk Agreement on behalf of myself and/or the participant, and I consent, approve and agree to this minor's participation in the Event and to all terms and provisions of the Waiver and Release of Liability and Assumption of Risk Agreement as provided above and, for myself, my child or my ward and our heirs, assigns, and legal representatives, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's or my ward's involvement and participation in the Event as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OR FAULT OF THE RELEASEES, to the fullest extent permitted by law. I assume all risks and hazards incidental to my child's or my ward's participation in the Event and I hereby waive, release, absolve, indemnify, and agree to hold harmless the Releasees from any and all claims, causes of action, obligations, lawsuits, charges, complaints, contracts, controversies, covenants, agreements, promises, injuries, damages, costs, expenses, responsibilities, 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, of any kind arising out of or connected with my child's or my ward's participation in this Event. I consent and approve of my child's or my ward's participation in the Event. I acknowledge I have carefully read, accepted and agreed to the terms of this WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, and know and understand its contents and I sign this WAIVER OF RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT of my own free act.

UNLESS THERE IS ONLY ONE LEGAL PARENT OF THE MINOR PARTICIPANT, BOTH PARENTS MUST SIGN THIS WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT OR THIS MINOR PARTICIPANT MAY NOT PARTICIPATE IN THE EVENT. ALL LEGAL GUARDIANS OF THIS MINOR PARTICIPANT MUST SIGN THIS WAIVER AND RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT OR THIS MINOR PARTICIPANT MAY NOT PARTICIPATE IN THE EVENT.

\_\_\_\_\_  
Parent/Legal Guardian Signature

\_\_\_\_\_  
Emergency Phone Number

\_\_\_\_\_  
Second Parent/Second Legal Guardian Signature

\_\_\_\_\_  
Emergency Phone Number