

Entry and Participation Agreement

1. Declarations

- 1) I am well informed about the Endeavor Team Challenge (the “Event”). I know that it is an extremely challenging test of fitness and a potentially dangerous activity that involves a significant risk of serious injury and/or death.
- 2) I am aware of the minimum physical and skill requirements for this event, and will arrive capable of meeting those requirements.
- 3) I am in good health. I have no known or knowable physical or mental conditions that would affect my ability to participate in the Event safely.
- 4) I am well aware of the nature of the Event and activities included in the Event. I will come prepared to perform all tasks in the Event proficiently, even under extreme stress and inclement weather.
- 5) I am aware of the required equipment for the Event. I will arrive with all required equipment. I will have personally inspected such equipment to ensure that it is in good working order. I will not bring any equipment or items that have known or knowable potential to cause harm to myself or to others.
- 6) I shall be vigilant in my preparation for the event. I shall read and comply with all correspondence and instructions from Always Adventure LLC and its affiliates (“Adventure”). I will review and shall comply with the rules and expectations before participating in the Event.
- 7) I shall abide by the Endeavor Honor Code and compete with the highest level of integrity, fairness, responsibility, safety, and camaraderie – both with my teammate and other competitors.

2. Event Rules: I will understand and follow all the rules of The Endeavor Team Challenge (the “Event”). I agree to comply with all instructions from the Event staff.

Specific Rules: I understand that each event has specific rules, which will be posted on the website or at the Event. These rules are subject to change at the sole discretion of the Event staff at any time. I will make every effort to know these rules and to follow them at all times. I understand that violating these rules will result in my disqualification and removal from the Event.

General Rules: All events will have the following rules. I agree to abide by them.

- 1) I will remain in the designated areas and carry the designated equipment at all times
- 2) I will use only the approved equipment that I bring with me, I receive from my teammate, or has been provided by or expressly pre-approved by Adventure
- 3) I will dispose of all trash in the proper trash receptacles or carry it with me. Leave No Trace
- 4) I will bring no wheeled conveyances or pets into the designated competitor areas at any time
- 8) I will obey all laws, civil or criminal
- 9) I will obey the instructions of the Event staff
- 10) I will adhere to the Endeavor Honor Code and compete within its spirit at all times
- 11) I will use reasonably sound judgment and provide reasonable help to any person who is in substantial danger of a critical or catastrophic injury
- 12) I will care for and stay within sight and sound of my teammate at all times throughout the Event.

3. Delay or Cancellation: I acknowledge that Always Adventure LLC (“Adventure”), at its sole and absolute discretion, may delay, modify, or cancel the Event due to weather conditions, Acts of God, or other factors that might affect the health and/or safety of the participants or the quality of the Event. In the event of a delay, modification, or cancellation of the Event, I understand that I will not be entitled to a refund of my entry fee or any other costs incurred in connection with the Event.

4. Authority: I understand that Adventure has the authority to issue instructions or directions relating to the manner of my safe participation in the Event or related activities and the authority to halt my participation in the Event or related activities at any time.

5. Removal from Event: I understand that Adventure personnel may immediately cause anyone to be removed from the Event at their sole discretion at any time.

6. Honor Code: I agree to adhere to the Endeavor Honor Code, and to compete within its spirit. I shall not lie, cheat, or steal during the Event. I shall not take any action that provides me an unfair advantage over other competitors. If I am found to be in violation of the Endeavor Honor Code, I will be removed from the Event and asked never to return to future events.

7. Alcohol & Drugs: I am not, and on the date of the Event I will not be, under the influence of alcohol or any drugs. If I choose to consume alcohol after the Event, it will be in a safe and responsible manner.

8. Plan for Driving: I understand that I may be extremely fatigued following the Event. I agree to have a non-participant drive me home from the Event, or to stay in the vicinity of the Event and get at least 6 hours of sleep before I make any attempt to drive after the Event.

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9. Media Release: I do hereby give Always Adventure LLC an irrevocable right to use and disseminate my name (or any fictional name), picture, portrait, photograph, likeness in all forms and in all media and in all manners, including any composite or distorted representations of the same, for advertising, trade, or any other lawful purposes, and I waive any right to the same or any right to inspect or approve the intermediary or finished version(s) of the results.

10. Majority Age: I affirm that I have reached majority age (or will have reached that age by the date of the Event. Majority age is 18 in all states except Alabama (age 19), Nebraska (age 19), and Mississippi (age 21).

11. Refund Policy: I hereby understand that all fees paid and other costs incurred in registration for this Event are NOT REFUNDABLE FOR ANY REASON, under any circumstances, including, but not limited to, Event cancellation or delay. Participants may under some circumstances, at the sole discretion of Always Adventure LLC, transfer their Event registration to another event for a transfer fee.

Signature of Participant: _____ Date: _____

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Endeavor Team Challenge

Bend, OR 2022

Always Adventure LLC

ASSUMPTION OF RISK, LIABILITY WAIVER, AND INDEMNITY AGREEMENT

****READ THIS DOCUMENT CAREFULLY. THIS DOCUMENT WILL AFFECT YOUR LEGAL RIGHTS AND ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.****

A. Assumption of Risks:

The Endeavor Team Challenge event (the “**Event**”) is an extreme test of fitness. There is a significant risk of injury and/ or death from the activities involved in the Event.

The Event: The Event lasts 24 to 36 hours and takes place on wild and hostile terrain spanning nearly 50 miles. It is comprised of several challenges that test competitor skill, ability, fitness, mental focus, and intestinal fortitude. It is designed to push even the fittest individuals well past their perceived physical and mental limits. By signing this waiver I am asserting that I have had the opportunity to fully inform myself about the Event, and I am knowingly and freely assuming and accepting all risks, both known and unknown, that are inherent to this type of activity and that I understand and acknowledge the following:

Competitors should expect activities such as long foot movements (15-25 miles) while carrying heavy packs or objects, obstacle courses, running, swimming, canoeing, kayaking, rock climbing with and without protective equipment, rappelling, military style obstacles, water based obstacles, traversing cargo nets, climbing walls, climbing ropes, swinging on ropes, lifting weights, building fires, using hatchets/knives/other sharp tools, shooting, swimming long distances in cold water, throwing or carrying heavy objects, traversing muddy areas, crawling under barbed wire, navigating in the wilderness with a map and a compass during the day and night, operating with little or no sleep or food for extended periods, and dodging and getting hit by different objects launched in the direction of participants at a high rate of speed with the intention of hitting them.

All these activities will be performed while the participant is under a state of extreme physical stress induced by the cumulative effects of the Event, as well as the terrain, elevation, wild and hostile environment, the lack of food, water, and sleep and the competitive atmosphere.

In summary, the Event is an extremely hazardous activity that is an exceptional test of fitness and will have significant physical and mental effects on competitors.

Examples of Inherent Risks Associated with the Event: The Event includes inherent risks of injury and/or death. Inherent risks are risks that cannot be eliminated completely regardless of the care and precautions taken by Adventure (as defined below) and competitors. Because of the extreme nature of the Event, there are several inherent risks. These risks include, but are not limited to, the following:

1. ***Smoke inhalation and injuries associated with smoke from wildfires in the area***
2. Heat injuries, for example: heat exhaustion, heat stroke
3. Cold injuries, for example: frostbite, hypothermia
4. Altitude sickness and the effects of extreme elevation changes
5. The potential for permanent paralysis and/or death
6. Drowning and near-drowning
7. Falling injuries, including but not limited to broken back, limbs, and/or possibly death
8. Fractures, sprains, strains, bruises, cuts, scrapes, amputation, near amputation of fingers and/or limbs
9. Over-use syndrome
10. Accidents involving collisions with other personnel, vehicles, and stationary objects
11. Dangerous obstacles and traps, both known and unknown
12. Equipment related hazards – including broken and defective equipment
13. Inclement and unpredictable weather conditions such as ice, snow, rain, sleet, fog, humidity, heat, cold, lightening, hail, mud, mud-slides, and avalanches
14. Inaccessible or inadequate first aid and/or emergency measures
15. Behavior-related problems of other competitors
16. Environmental hazards, including wildlife, poisonous plants, ticks, diseases
17. Period of limited visibility
18. Terrain hazards, including cliffs and steep drop offs, fast moving creeks, bodies of water, uneven and rocky terrain, sink-holes, and swamps
19. Accidents involving, but not limited to swimming, obstacle courses, lifting heavy objects, paddling, climbing, biking, hiking, skiing, snowshoeing, travel by boat, car, truck, or other conveyance

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20. Heart attack, respiratory failure, or stroke
21. Isolated environment, it will be difficult to locate, evacuate, or assist injured or lost participants
22. Unmaintained, uninspected, wild, unmarked and unimproved terrain and course
23. Fatigue, lack of experience, and limited participant capability that may increase the aforementioned risks

These risks, and others that are not specifically listed above, will likely cause injuries that may be categorized as negligible, marginal, critical or catastrophic. Negligible injuries are very common and can be treated by first-aid, some examples are scrapes, bruises, sprains, rashes, and cuts. Marginal injuries are less common, and may result in the loss of days of work not to exceed three months time. Some examples include broken bones, torn ligaments, concussions, exposure, heat-related illness, mental stress or exhaustion, infection, and concussions. Critical Injuries are less common and result in permanent partial disability or temporary total disability exceeding three months time. Catastrophic injuries are unlikely, but may occur. They can include permanent total disability, spinal injuries and paralysis, stroke, heart attack, and death.

Competitor Acknowledgements and Agreements:

- I shall consult with my physician prior to participating in the Event to determine if my participation poses any unusual risks to my health or well-being.
- I shall inspect all areas and equipment occupied or used during the Event. I will immediately notify appropriate personnel if I discover any of the equipment or areas to be unsafe in any way. I will stop my participation immediately upon such discovery.
- If I participate, I am acknowledging that I have found all areas and equipment to be safe and acceptable. I accept full and sole responsibility for the condition and adequacy of my equipment.
- I will arrive at the Event prepared to compete. I will be in good health and be able to complete all physical requirements listed for the Event. I will bring all required equipment. I will be able to complete all specific skills required for the Event safely, without any supervision. I accept full responsibility for my physical condition, skill in performing tasks, and equipment.
- In summary, I understand fully the inherent risks involved in the Event and assert that I am willingly and voluntarily participating in the Event. I have read the preceding paragraphs, and familiarized myself with the Event through the Event website and other materials.
- I acknowledge, after opportunity to fully inform myself about the Event that I know and understand the nature of the Event, I understand the physical condition, skills, and equipment necessary to compete in the Event safely, and I appreciate the impact that potential injuries that may result from the Event will have on others and myself.

I hereby knowingly and freely assume and accept all inherent risks of the Event and take full responsibility for all damages, losses, liabilities, or expenses I may incur as a result of my participation.

B. Waiver of Liability for Ordinary Negligence:

In consideration of being permitted to participate in the Event, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, myself and 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 (the “**Releasing Parties**”) hereby forever waive, release, covenant not to sue, and discharge Always Adventure LLC, its owners, managers, officers, employees, contractors, agents, insurers, spectators, suppliers, staff, and volunteers; all Event sponsors, organizers, promoters, directors, officials, property owners, and advertisers; governmental bodies and/or municipal agencies whose property and/or personnel are used; and any or all parent, subsidiary or affiliate companies, licensees, officers, directors, partners, board members, supervisors, insurers, agents, equipment suppliers, and representatives of any of the foregoing (collectively, the “**Released Parties**” or “**Adventure**”) from any and all claims resulting from the INHERENT RISKS of the Event or the ORDINARY NEGLIGENCE of Always Adventure LLC or the Released Parties that may arise from my participation in the event.

This agreement applies to all injuries, including death or illness, that result from my participation in the Event, and all claims relating to damage, loss, or theft of property.

C. Indemnification Agreement:

In consideration of being permitted to participate in the Event and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, if I have a dispute with one or more participants, rescuers, staff, or others arising from my participation in the Event, I hereby agree to hold harmless, defend and indemnify Adventure from and against any and all claims, demands, and damages (actual and consequential) of every kind or nature, known or unknown, suspected or unsuspected, disclosed or undisclosed, arising out of or in any way related to such disputes. If I am a California resident, I shall and hereby do waive California Civil Code Section 1542, which says: “**A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor.**”

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D. Additional Agreements:

Severability:

I understand and agree that this Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by the State of OREGON and that if any provision shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be reformed or severed from this Agreement in a manner that shall make such provision enforceable while preserving the economic and risk-bearing agreement among the parties, and such reformation or severance shall not affect the validity and enforceability of any remaining provisions.

Integration:

This agreement supersedes any and all previous oral or written promises or agreements. This is the entire Agreement between Adventure and myself and cannot be modified or changed in any way by representations or statements by any agent or employee of Adventure, except by a written document duly executed by all parties.

Jurisdiction, Mediation, and Arbitration:

This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflict of laws provisions thereof. Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by arbitration in Deschutes County, Oregon using the English language in accordance with the Streamlined Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Streamlined Arbitration Rules and Procedures of JAMS. Judgment upon the award so rendered may be entered in a court having jurisdiction, or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. **Any arbitration under this Agreement will take place on an individual basis: class arbitrations and class actions are not permitted. I UNDERSTAND AND AGREE THAT BY ENTERING INTO THIS AGREEMENT, I AND ALWAYS ADVENTURE LLC ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.** Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator.

Agreements for my Protection:

- I agree to consult my personal physician and get medical clearance prior to participating.
- I will monitor my physical condition and that of my teammate throughout the Event and while training for the Event. I will immediately remove myself and my teammate from the Event and notify the appropriate personal if I determine my continued participation will endanger myself or others.
- I am covered by medical insurance, and I am prepared to provide proof of such insurance if requested at any time.
- I authorize appropriate Adventure personnel and emergency medical personnel at the Event to make emergency medical decisions on my behalf.
- I authorize Adventure to secure emergency medical care or transportation (i.e., EMS) as they determine necessary.
- I shall assume all costs of emergency medical care and transportation.
- I shall know the Event rules and follow them throughout the Event.
- I agree that Adventure has the authority and absolute discretion to alter the rules at any time.
- I recognize the absolute discretion and authority of Always Adventure LLC to halt my participation and remove me from the Event course.

Acknowledgment of Understanding:

I have read this Assumption of Risk, Waiver of Liability, and Indemnification Agreement. I fully understand its terms. I understand and acknowledge that I am giving up substantial legal rights, including my right to sue. I am signing this agreement freely and voluntarily. I intend my signature to be a complete and unconditional release, to the maximum extent permitted by law, of all liability due to ORDINARY NEGLIGENCE of Adventure (for avoidance of doubt, this includes Always Adventure LLC and other Released Parties) or the INHERENT RISKS of the Event, to the greatest extent allowed by law in the State of OREGON.

Signature of Participant: _____ Date: _____ Printed Name: |_____

Signature of Parent/Guardian: _____ Date: _____ Printed Name: |_____