

# SuperHuman Events Limited

## Assumption of Risk, Limitation Of Liability And Indemnity Agreement

**Participants:** Read this document carefully before signing. This document has legal consequences and will affect your legal rights and will limit your ability to bring future legal actions .

### Definitions and Interpretation

"**Claim(s)**" means all claims and actions for losses, costs, expenses and damages, including legal fees and related expenses:

"**I/Me/My/Participant**" is you, who will be a participant in the **SH** event and has signed this Agreement below:

"**Inherent Risks**" are described below in the paragraph headed "**Assumption of inherent risks**";

**Released Parties** are together and its affiliates and its and their respective directors, officers, employees, agents, contractors, insurers, spectators, equipment suppliers and volunteers; all **SH** event sponsors, organisers, promoters, directors, officials, property owners and advertisers; governmental bodies, and/or municipal agencies whose property and/or personnel supervisors; insurers, agents, equipment supplies and representatives of any of the foregoing.

**Releasing Parties** are together my spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executor, administrators, successors and assigns, or anyone else bringing a Claim against **SH** or the released parties on my behalf

"**SH event**" is the Superhuman event that is taking place at the Venue further described below in the paragraph headed "Assumptions of Inherent Risks":

"**SHEL**" is the Superhuman Events Limited a limited company whose registered company number is 08466966 and whose registered office is at Unit 3, Brewery Court, North Street, BS3 1JS and "Venue" means "Selected Area"

Paragraph headings shall not affect the interpretation of this Agreement. Unless the context otherwise requires, words in the singular shall include the plural and mental challenge to participants.

**Assumption Of Inherent Risks The Superhuman Event** (hereafter referred to as "**SH**" **event**) is meant to be an extreme test of toughness, strength, stamina, camaraderie and mental grit that takes places in selected venues. It is not a race against other participants but a competition to complete by yourself or with a team. The objective is to complete the course. The Venue is part of the challenge and the **SH** event will usually be held in hostile environments that might include extreme heat or cold, snow, fire, mud, extreme changes in elevation and water. Some of the Activities include runs, Military style obstacles, climbing objects crawling under objects, swimming in cold water, throwing or carrying heavy objects and travelling through muddy terrain, in summary, the event is a hazardous activity that presents the ultimate physical and mental challenge to participants.

**SH** will use reasonable care and skill to provide a Venue that is fit and suitable for the **SH** event bearing in mind the paragraph above.

I acknowledge that the **SH** event is an extreme test of my physical and mental limits that carries with it inherent risks of physical injury. **Inherent Risks** are risks that cannot be eliminated completely (without changing the challenging nature of the **SH event**) regardless of the care, measures and precautions taken by the **SH** and are further described below ("**Inherent Risks**"). I also understand that it is an extremely strenuous event and that there are risks and dangers generally in taking part in such activities . I understand that these hazards may be magnified due to the fact that the **SH** event is often conducted under what may be extreme conditions or circumstances

I understand and acknowledge that the **Inherent Risks include, but are not limited to:** 1) my contact or collision with other persona or objects (e.g. with spectators or course personnel, other participants, motor vehicles, machinery, or natural or man-made fixed objects or obstacles): 2) my encounter with **SH** event obstacles (e.g. natural and man made water, road and surface hazards close proximity and/or contact with thick smoke or open flames, barbed wire, and pipes); 3) extremely challenging course conditions; 4) weather related hazards (e.g. extreme heat, extreme cold, humidity, ice, rain, fog); 5) judgment and/or behaviour related problems by me during the event;

6) erratic or inappropriate co - participate behaviour; and 7) natural hazards (e.g. uneven terrain, rock falls, lighting strikes, earthquakes, wildlife attacks, contact with poisonous plants, marine life and/or ticks).

I understand and acknowledge that any of these Inherent Risks and others, not specifically named, may cause injury or injuries that may be categorised as minor, serious or catastrophic:

**Minor injuries** are common and include, but are not limited to; scrapes, bruises, sprains, nausea and cuts.

**Serious injuries** are less common, but do sometimes occur. They include, but are not limited to property loss or damage, broken bones, torn ligaments, concussions, exposure, heat related illness, mental stress or exhaustion and infection.

**Catastrophic injuries** are rare; however, we feel that our participants should be aware of the possibility. These injuries include permanent disabilities, spinal injuries and paralysis, stroke heart attack and even death.

**I understand that it is my responsibility to consult with my general practitioner ("GP") prior to participating in a SH event** to ensure that I am fit and well enough to take part and that my participation will not pose any unusual or serious risks to my health and wellbeing.

If I believe or become aware that any aspects of the **SH** event course facilities or equipment are unsafe or pose unreasonable risks, I agree to immediately notify appropriate **SH** and/or Venue personnel. I accept full and sole responsibility for the condition and adequacy for all of my own equipment that I bring to the Venue.

**I understand fully the Inherent Risks involved in the SH event and assert that I am willingly and voluntarily participating in the SH event. I have read the preceding paragraphs and acknowledge that:**

**1 )I understand the nature of the SH event**

**2) I understand the demands of the activities at the SH event relative to my physical condition**

**3) I appreciate the potential impact of the types of injuries that may result from my participation in the SH event**

**And;**

**4) I hereby confirm that I knowingly assume all the inherent risks of the SH event.**

**5) I understand that SH recommends that I check I have health insurance which covers any injuries I may suffer as a result of participating in the SH event.**

**Limitation of Liability I hereby forever waive, release, covenant not to claim, and discharge SH and the other Released parties from any and all claims that I may have arising out of my participation in the SH event:**

- 1) Resulting from the inherent risks e.g. for personal injury (including death) from incidents or illnesses arising from the **SH** event participation, which may include injury caused during practice runs, the **SH** event and while at the Venue location (including but not limited to stand, pavements, parking areas, toilet facilities and dressing facilities) ; and/or
- 2) resulting from damage to, loss of, or theft of my property during a **SH** event;

**EXCEPT THAT** nothing in this agreement shall limit or exclude either **SH** or the released parties' liability for death or personal injury resulting from its negligence. I understand that I (or any releasing parties acting on my behalf) am entitled to bring a claim against **SH** and/or the released parties for death or personal injury caused as a result of the negligence of **SH** and/or any of the released parties (as applicable).

**Indemnity I hereby agree to reimburse SH and the other released parities in respect of:**

- 1) any and all claims made by any releasing party arising from injury or loss due to my participation in the event; and**
- 2) Any and all claims of co-operation, rescuers, and others arising from my conduct on the course of my participation in the SH event:**

**EXCEPT THAT** claims arising from either **SH** or the released parties negligence, breach of contract or breach of statutory duty. This indemnity shall survive the expiration or sooner termination of the **SH** event

**Venue and jurisdiction** I understand that if legal action is brought in connection with this agreement or its subject matter, the courts of England and Wales shall have sole and exclusive jurisdiction over the action and that only a substantive laws of England and Wales shall apply

**Severability** I understand and agree that this agreement is intended to be as broad and inclusive as permitted by the laws of England and Wales and that if any court or competent authority find any provision of this agreement (or part of any

Provision ) is invalid, unlawful , void, or for any reason unforeseeable, **then that provision or part provision shall, to the extent required , be deemed to be deleted from this agreement and the validity** and enforceability of any remaining provisions of this agreement shall not be affected.

**Entire Agreement** This Agreement supersedes and all previous oral or written promises or agreements. I understand that **this is the entire Agreement** between me and **SH** relating to its subject matter, and **cannot be modified or changed** in any way by representations or statements by any agent or employee of **SH**. I agree that this Agreement may only be amended by a written document duly executed by **SH** on giving me at least 30 days written notice prior to the date of the **SH** event, If I do not agree to the amended terms of this agreement I must let **SH** know in writing at least 7 days before the date of the **SH** event ("**Refusal**") and I acknowledge that I shall not be permitted to take part in the **SH** event. In these circumstances the entry fee that I have paid shall be refunded to me within 30 days of the date of my refund. If I do not send **SH** a Refusal I shall be deemed to have accepted the amended terms of this Agreement. For the purpose of this provision a reference to "writing" includes email.

**Agreements for the protection of participants**

- ☐ I confirm that I am **in good health** and in proper physical condition to safely participate in the **SH** event. I confirm that I **have no known or knowable physical or mental conditions** that would affect my ability to safely participate in the **SH** event, or that would result in my participation creating a risk of danger to myself or others.
- ☐ I acknowledge that **SH** recommends and **encourages that I obtain medical clearance** from my GP prior to participation
- ☐ I confirm that I have not been advised or cautioned against participating in the **SH** event by any medical practioner
- ☐ I understand that it is my responsibility to continuously monitor **my own physical and mental condition during the SH event**, and I agree to withdraw immediately and to notify appropriate **SH** and/or Venue personnel if at any point my continued participation would create a risk or danger to myself and others
- ☐ In the event of an injury to me that renders me unconscious or incapable of making a medical decision, **I authorise appropriate SH personnel and emergency medical personnel at the SH event to make emergency medical decisions on my behalf** ( including but not limited to CPR and use of an Automated External Defibulator)
- ☐ I authorise **SH to secure emergency medical care or transportation** for me when deemed necessary by **SH**
- ☐ I acknowledge that **SH** has instituted its **rules for the protection** of everyone attending the **SH** event including its participates. I acknowledge and accept the entry participation agreement in order to participate in the **SH** event and I agree to familiarise with all of the rules contained in that agreement and follow them throughout the **SH** event. I agree that **SH** may stop or prevent my participation in the **SH** event ( and, if necessary, have me removed from the Venue) if my participation, conduct, or presence endangers myself or any other person present at the **SH** event.

**Acknowledgement of understanding I have read this agreement and fully understand its terms. I understand that I am limiting my rights, including my right to sue. I further acknowledge that I accept the agreement freely and voluntarily.**

**Entry and Participation Agreement**

- Rules:** I agree that my participation in each Superhuman Event and related activities ("Superhuman") is subject to:
- the terms of this entry and participation Agreement, my consent to the terms of the assumptions of Risk, limitation of liability and indemnity agreement;
  - All written terms rules and regulation at the site of the SH ("**Venue**") and the Superhuman Website [www.Superhumanevents.com](http://www.Superhumanevents.com)
  - All directions, instructions, decisions of superhuman events limited, whose registered company number is 08466966 and whose registered office is Unit 3, Brewery Court, North Street, BS3 1JS. ("**SHE**") and Venue Personnel of the day of the **SH** event.
- Emergency Delay Or Cancellation:** I acknowledge that **SH** at its sole discretion may delay, modify, or cancel the **SH** event if conditions of natural or man-made emergencies make administering or holding the **SH** event unreasonably difficult or unsafe. I agree that "emergency" is defined to mean an event beyond the control of **SH**, including but not limited to:

High Wind, extreme rain, hurricane, tornado, earthquake, flood, terrorism, fire, threatened or actual strike, labour difficulty, insurrection, war, public disaster, and/or unavoidable casualty.

**Refund:** I acknowledge that the **SH** event fee and associated costs ( including optional product purchases, spectator tickets and donation) are non- refundable, including in circumstances where I am unable to attend due to illness or injury or a scheduling conflict, unless: 1) **SH** cancels or materially delays or alters the SH event 2) **SH** makes a significant change to the Venue 3) **SH** changes the date of **SH** event so that I am no longer able to attend.

In circumstances (1), (2) or (3) above, **SH** may offer me the right to attend a different **SH** event in the UK at no additional charge (and if I agree to this, I shall not be entitled to any refund). Alternatively **SH** may issue me with a refund of my event fee at **SH's** sole discretion acting reasonably.

**Removal from SH Event or Venue:** I acknowledge that **SH** personnel and/or Venue personnel, may prohibit or stop anyone from taking part in the **SH** event and/or immediately remove anyone from the Venue if they believe such person has disobeyed any applicable rules, regulations, directions, decisions or laws; or whose behaviour endangers safety or negatively affects that person, any other person, facility or property of any kind.

**Attitudes and behaviour:** on the day of the **SH** event I agree to (i) behave appropriately at all times (ii) act respectfully towards all people, equipment , property and facilities ;and (iii) participate in the SH event with a co-operative and positive attitude.

**Alcohol & Drugs:** I agree that: 1) I will not be under the influence of alcohol or any non-prescription drugs during my participation in the obstacle course at the **SH** event; and 2) I shall not consume alcohol excessively or be under the influence of any illegal drugs at the after party on the day of the **SH** event.

**Date Protection and Marketing:** I agree that: 1) in the case of an emergency **SH** and/or Venue personnel may use emergency contact details I provided when I registered for the **SH** event; 2) should I receive medical assistance at a **SH** event data collected on an accident form will be held on **SH** database and shall be handled in accordance with the terms of the data protection act 1998 in accordance with **SH** privacy Policy, which is available on [www.Superhumanevents.com](http://www.Superhumanevents.com) and 3) **SH** may share any data I provide to it, including personal data collected from me by registering online , to any of its group companies and group business contacts within and outside the European economic area for use in connection with the **SH** event ( even where the country or territory in question is not identified as one that maintains adequate data protection personal information as described in **SH** privacy policy, which can be found at [www.Superhumanevents.com](http://www.Superhumanevents.com) when you submit personal information to us, we may use your personal information to contact you, and we may provide it to certain third parties for marketing or promotional purposes. You have the right to ask us not to process your personal data for marketing purposes. You may always opt out of receiving future emails, messages and newsletters from us or request that your information be removed from our website or corrected. To make such a request, you can send us a message at [info@superhumanevents.com](mailto:info@superhumanevents.com)

**Specific rules:** I acknowledge and agree that on the day of the **SH** event: 1) I shall not urinate or defecate outside of the designated areas at the Venue: 2) I shall not bring animals to the Venue: 3) I shall not use any wheeled equipment during my participation in the obstacles course at the Superhuman Event; 4) I shall not wear any clothing or use any props or equipment that may pose a risk to myself, participants, spectators or personnel; and 5) I shall abide by all instructions and directions of **SH** and Venue Personnel and all **SH** and Venue rules and Regulations.

**Photography:** I Understand that any and all photographs , motion pictures, recordings, and/or likenesses of me captured during the **SH** event by **SH** , its affiliates entities or contractors, and/or the media ("**Relevant Other Parties**") become the sole property of **SH** and/or Relevant Other Parties (as applicable). I acknowledge that such photographs, Motion Pictures, recordings , and./or likenesses of me may be edited disseminated, adapted, modified copied, used, exploited in whole or in part including but not limited to promoting, advertising and marketing **SHEL** and **SH** events, without prior notice or compensation. I Further understand that **SHEL** and the relevant other parties have the full right to sell and/or profit from the commercial use of such photographs, motion pictures, recordings, and/or likenesses. I also grant **SHEL** the permission to use my name in connection with its legitimate commercial and non-commercial purposes including but not limited to promoting , advertising, and marketing **SHEL** and **SH** events without prior notice or compensation

**Age: I confirm I am over 16 years old**