

TERMS & CONDITIONS  
OF PARTICIPATION IN MUDDY HELL EVENT  
PARTICIPANT WAIVER, RELEASE OF LIABILITY & IMAGE RELEASE

Muddy Hell is an Obstacle Course Racing (OCR) event run by Muddy Hell Pty Ltd. In consideration of being allowed to participate in the Muddy Hell race(s), competition(s) and related activities and events, I, the undersigned, unequivocally acknowledge, appreciate and agree that:

- 1 There are significant risks and dangers inherent to the participation in the aforementioned Muddy Hell event and activities which include, but are not limited to, death, dismemberment, paralysis, fractures, sprains, strains, cuts, abrasions, contusions, disfigurement, heat & cold injuries, overuse syndrome, drowning, near-drowning, water-borne illnesses & diseases, animal & insect bites and stings, contact with poisonous plants.
- 2 I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE ORGANISERS, VENUE OR OTHER PARTICIPANTS, AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION.
- 3 I will comply fully and completely with the rules of the event and the customary terms and conditions for participation. If I observe any unusual and/or significant hazard(s) during my presence or participation, I will remove myself from participation and alert the closest official to said hazard.
- 4 I, on behalf of myself, my children, heirs, assigns, executors, administrators, personal representatives and/or next of kin **waive, release and forever discharge, indemnify and defend, and hold harmless** Muddy Hell Pty Ltd, Peninsula Obstacle Racing Course (PORC), their directors, officers, representatives, officials, agents and/or assigns, as well as independent contractors, sponsoring agencies, sponsors and volunteers from any loss, liability, costs, claims, expenses or damages arising from my participation in or association with activities and events organised by Muddy Hell PTY LTD.
- 5 My participation in activities and events organised by Muddy Hell PTY LTD is entirely voluntary.
- 6 I attest and verify that I am free from all illnesses, injuries and defects and that I am physically fit and sufficiently trained to participate in all activities associated with the event.
- 7 I consent to the administration of first aid and other medical treatment in the event of injury or illness and hereby indemnify the organisers from any and all liability or claims arising out of such treatment.
- 8 Muddy Hell PTY LTD reserve the right, in its sole determination, to postpone, cancel or modify the event due to weather conditions or other factors beyond the control of the organisers that might affect the health and/or safety of the participants. No refund is guaranteed.
- 9 I grant permission to Muddy Hell PTY LTD and PORC their employees, agents, representatives and spectators to take and use visual images of me. Such permission shall include the unlimited right for the organisers to use gratis my image, name, nickname, likeness, photograph and biographical information in connection with the event. I acknowledge that the organisers and their representatives shall have the unlimited right to use, reuse, publish, republish, print broadcast and otherwise distribute all or any of the above mentioned images and information in perpetuity without compensation to me or my agents.
- 10 I understand that my registration fees are non-refundable for any reason, including but not limited to, non-participation, injury, scheduling conflict or cancellation of the event by the organisers. Transfer of registration can only occur if Muddy Hell PTY LTD is notified in writing a clear 36 hours prior to the event and all participants must produce photo identification to collect race packs.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I FULLY UNDERSTAND ITS TERMS AND CONDITIONS, I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT ON BEHALF OF THE SIGNIFICANT MINOR REGISTERED BELOW.

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**SIGNIFICANT MINOR**

If aged 4-12 AND PARTICIPATING IN THE KIDS COURSE EVENT signature of Parent or Guardian required

I UNDERSTAND THAT I AM RESPONSIBLE FOR THE SAFETY & WELLBEING OF THE ABOVE MENTIONED CHILD WHILE THEY ARE ON THE MUDDY HELL / PORC KIDS OBSTACLE COURSE.

I UNDERSTAND AS PER CLAUSE 1 OVERLEAF THAT THERE ARE SIGNIFICANT RISKS AND DANGERS INHERENT TO THE PARTICIPATION IN THE AFOREMENTIONED MUDDY HELL EVENT AND ACTIVITIES WHICH INCLUDE, BUT ARE NOT LIMITED TO, DEATH, DISMEMBERMENT, PARALYSIS, FRACTURES, SPRAINS, STRAINS, CUTS, ABRASIONS, CONTUSIONS, DISFIGUREMENT, HEAT & COLD INJURIES, OVERUSE SYNDROME, DROWNING, NEAR-DROWNING, WATER-BORNE ILLNESSES & DISEASES, ANIMAL & INSECT BITES AND STINGS, CONTACT WITH POISONOUS PLANTS.

I UNDERSTAND THAT I MUST ESCORT THIS CHILD AROUND THE ENTIRE COURSE AND THAT COMPLETION OF EACH AND ANY OBSTACLE BY THIS CHILD IT IS AT MY SOLE DISCRETION.

I, \_\_\_\_\_, as parent, natural guardian or legal guardian of the following

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ hereby sign this waiver on their behalf.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**EMERGENCY CONTACT**

NAME: \_\_\_\_\_

MOBILE: \_\_\_\_\_ PHONE: \_\_\_\_\_