

HAIRY SCARY EVOLUTIONSSM, INC.

**RELEASE, WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

Please read this Agreement carefully and in its entirety, and ask any questions and voice any concerns that you may have before you sign it. By signing this Agreement, you acknowledge, understand and agree as provided below.

YOU ACKNOWLEDGE THAT ADVENTURE RACETRaining (HEREINAFTER “RACE TRAINING”) AND THE USE OF THE EQUIPMENT USED IN THE RACE TRAINING (THE “EQUIPMENT”) IS INHERENTLY RISKY AND DANGEROUS AND INVOLVES, WITHOUT LIMITATION, DANGEROUS AND UNPREDICTABLE TERRAIN AND ENVIRONMENTAL CONDITIONS AND SEVERE PHYSIOLOGICAL AND EMOTIONAL STRESS, EACH OR ANY OF WHICH MAY HAVE SUBSTANTIAL NEGATIVE IMPACT ON YOUR PHYSIOLOGICAL, PSYCHOLOGICAL, EMOTIONAL, MENTAL, OR MEDICAL WELL BEING. YOU AGREE THAT YOU ARE VOLUNTARILY PARTICIPATING IN THE RACE TRAINING OFFERED BY HAIRY SCARY EVOLUTIONSSM, INC. (“HAIRY SCARY EVOLUTIONS”) AND IN THE USE OF THE EQUIPMENT. AT ALL TIMES DURING THE RACE TRAINING AND USE OF THE EQUIPMENT, YOU AGREE TO AND MUST CONTINUOUSLY MONITOR YOUR PHYSICAL AND MENTAL STATE, AND YOU AGREE TO AND ARE SOLELY RESPONSIBLE FOR COMMUNICATING ANY DISCOMFORT, UNEASE, PROBLEM OR OTHER CONDITION TO YOUR INSTRUCTOR. YOU EXPRESSLY ACKNOWLEDGE AND UNDERSTAND THAT YOUR STRONG, FRANK AND OPEN COMMUNICATION WITH HAIRY SCARY EVOLUTIONS AND YOUR INSTRUCTOR IS A CRITICAL COMPONENT OF YOUR RACE TRAINING AND IS ABSOLUTELY VITAL TO CREATING A SAFE RACE TRAINING ENVIRONMENT.

YOUR PARTICIPATION IN THE RACE TRAINING AND YOUR USE OF THE EQUIPMENT IS ON AN “AS IS” BASIS AND IS NOT DEPENDENT AND YOU HAVE NOT BEEN GIVEN NOR DO YOU RELY UPON ANY WARRANTY OR OTHER REPRESENTATION REGARDING THE RACE TRAINING OR EQUIPMENT. YOU VOLUNTARILY, WITHOUT ANY FORM OF DURESS, FORCE OR COERCION, AND WITHOUT RELYING UPON ANY OTHER PERSON’S JUDGMENT OR ADVICE, PARTICIPATE IN THE RACE TRAINING AND USE OF THE EQUIPMENT.

YOU VOLUNTARILY ASSUME ALL RISK OF LOSS, DAMAGE OR INJURY, INCLUDING DEATH, WHICH MAY RESULT FROM THE RACE TRAINING OR THE USE OF THE EQUIPMENT, HOWEVER CAUSED. YOU HEREBY RELEASE COMPLETELY AND FULLY HAIRY SCARY EVOLUTIONS, ITS OWNERS, EMPLOYEES, SUBCONTRACTORS, OFFICERS, DIRECTORS, REPRESENTATIVES, CONSULTANTS AND AGENTS (COLLECTIVELY, THE “RELATED PARTIES”), AND YOU HEREBY AGREE TO INDEMNIFY, DEFEND

AND HOLD HARMLESS, HAIRY SCARY EVOLUTIONS AND ALL RELATED PARTIES, FROM ANY AND ALL LIABILITY, LOSS, DAMAGE, CLAIMS AND CAUSES OF ACTIONS, INCLUDING PERSONAL OR PROPERTY INJURY OR DAMAGE, OR DEATH, WHETHER IN LAW OR EQUITY (COLLECTIVELY, “DAMAGES”), WHICH MAY ARISE FROM OR BE CAUSED BY THE RACE TRAINING AND/OR YOUR USE OF THE EQUIPMENT, HOWSOEVER CAUSED, INCLUDING WITHOUT LIMITATION BY YOUR OWN, OR HAIRY SCARY EVOLUTIONS’ OR ANY RELATED PARTY’S, ACTS OR FAILURE TO ACT OR NEGLIGENCE. YOU FURTHER AGREE TO REIMBURSE HAIRY SCARY EVOLUTIONS FOR THE REASONABLE COST TO REPAIR ANY DAMAGE TO THE EQUIPMENT ARISING FROM OR CAUSED BY YOUR PARTICIPATION IN THE RACE TRAINING AND YOUR USE OF THE EQUIPMENT.

You have no physical, mental or other conditions or limitations that may, or would reasonably be expected to, impede your ability to participate in the Race Training or use the Equipment. Further, if you are under the care of a physician, psychologist, psychiatrist or other medical professional, you certify that you have consulted with such professional, and you have obtained all desirable or necessary authorizations and releases from such professional to participate in the Race Training and use the Equipment.

You understand and agree that if you are injured during the Race Training or in the use of the Equipment, Hairy Scary Evolutions, any of the Related Parties or any other person may render medical or other services to you or request others to provide such services, which services may include transport to and care at a medical facility (any such services, including at a medical facility, collectively, the “Medical Services”). You understand and agree that neither Hairy Scary Evolutions nor any Related Party admits or undertakes any liability, fault or responsibility in connection with any Medical Services; that you are fully and completely responsible for all costs associated with such Medical Services; and that you hereby fully and completely release Hairy Scary Evolutions and the Related Parties from any and all Damages arising from or caused by such Medical Services. You understand and agree that if you are injured during the Race Training or in your use of the Equipment, and even if you are provided Medical Services, you are fully and completely responsible for obtaining your own medical care and neither Hairy Scary Evolutions nor any Related Party gives any representation or warranty that any Medical Services provided are adequate or responsive to your injury.

You understand and agree that your participation in the Race Training and your use of the Equipment may be subject to media coverage (whether local, national or international), interviews or other reproduction in photographs, video, audio or other media (collectively, “Publicity”), and that Hairy Scary Evolutions shall own completely (including, without limitation, all copyright or other intellectual property rights) and have all rights to use, in its sole discretion, any such Publicity, and you hereby unconditionally and irrevocably transfer any and all rights you may have in such Publicity to Hairy Scary Evolutions.

This Agreement is binding upon all of your heirs, next of kin, beneficiaries, executors, administrators, assigns or any other parties claiming by or through you.

By signing this Agreement, you acknowledge, understand and represent that:

- (a) You have read this Agreement in its entirety; you have had complete and full opportunity to ask questions and voice your concerns regarding this Agreement, and have had such questions or concerns addressed to your satisfaction; and you completely and fully understand this Agreement and its legal implications; and
- (b) You acknowledge that by signing this Agreement you are giving up, waiving and releasing any and all rights you may have to any Damages, including any Damages which may arise from or be caused by the negligence of Hairy Scary Evolutions or any Related Party, to which you may otherwise be entitled in connection with the race training and use of the equipment' and
- (c) You possess full mental and legal competence and capability to enter into this Agreement; and
- (d) You voluntarily, without any force, duress or coercion, or reliance upon any other person's (including, without limitation, Hairy Scary Evolutions' or any Related Party's) advice, words or representations, participate in the Race Training and use of the Equipment and sign and agree to be bound by this Agreement.

I HAVE READ THIS AGREEMENT IN ITS ENTIRETY, OR I HAVE HAD THIS AGREEMENT IN ITS ENTIRETY READ TO ME. I UNDERSTAND, ACKNOWLEDGE AND AGREE TO THIS AGREEMENT AND ALL OF ITS TERMS AND CONDITIONS. I HAVE HAD THE OPPORTUNITY TO ASK ANY QUESTIONS OR VOICE ANY CONCERNS I MAY HAVE ABOUT THIS AGREEMENT, THE RACE TRAINING OR THE USE OF THE EQUIPMENT, AND ALL OF MY QUESTIONS AND CONCERNS HAVE BEEN ADDRESSED TO MY SATISFACTION.

Participant: _____

Parent/Legal guardian: _____

Print Name: _____

Date: _____