

MIND OVER MUSCLE DAY CAMP EVENT WAIVER

NAME:

Please read carefully. This document will affect your legal rights.

DEFINITIONS

Claim(s): all and/or any actions, claims, rights, demands and set-offs, whether in this jurisdiction or any other, whether in law or equity, for any costs or damages (including legal costs), or any other liabilities;

I, me, my, or Participant: you;

Inherent Risks: risks that cannot be eliminated completely (without changing the challenging nature of the Mind Over Muscle Day Camp event) regardless of the care, measures and precautions taken by MG and are further described below;

MG: Middleton Global Limited a limited company whose registered company number is 09234828 and whose registered office is at Building 6000 Langstone Technology Park, Langstone Road, Havant, Hampshire, PO9 1SA;

Mind Over Muscle Day Camp: the Mind Over Muscle Day Camp event that is taking place at the Venue further described below in the paragraph headed "Assumption of Inherent Risks";

Released Parties: together MG and its affiliates and its and their respective directors, officers, employees, agents, contractors, insurers, equipment suppliers, spectators, other participants and volunteers; the Venue owner and its directors, officers, employees, agents, contractors, insurers, equipment suppliers, and volunteers; all Mind Over Muscle Day Camp event sponsors, organisers, 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;

Releasing Parties: together me, my spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else bringing a Claim against MG or the Released Parties on my behalf;

Rules: means all of the health and safety, Venue and other rules and regulations provided to me or made available at the Venue or on the website <https://www.mindovermuscle.com/> (as displayed on the date that I sign this Waiver) or contained in this Waiver;

Venue: the property on which the Mind Over Muscle Day Camp is held; and

Waiver: this document.

Headings used are for convenience only and will not be deemed to be part of this Waiver. Unless the context requires otherwise, words in the singular shall include the plural and words in the plural shall include the singular.

I acknowledge and understand that the Inherent Risks may include, but are not limited to: a) extremely challenging course conditions; b) weather-related hazards (e.g., extreme heat, extreme cold, humidity, ice, rain, fog); c) judgment and/or behaviour related problems by me during the event; d) erratic or inappropriate behaviour by other participants and/or spectators; e) natural hazards (e.g., uneven terrain, rock falls, lightning strikes, earthquakes, wildlife attacks, contact with poisonous plants, marine life and/or ticks); and f) contact or collision with other persons or objects.

I further understand and acknowledge that any of the Inherent Risks and other risks, 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, cuts, grazes, abrasions, sprains, strains, muscle tension and soreness, dizziness, fainting, nausea, sunburn and electrolyte imbalance. Serious injuries are less common, but do sometimes occur. They include, but are not limited to: property loss or damage, broken bones, fractures, dislocations, torn ligaments and tendons, exposure, dehydration, heat exhaustion and other heat-related illnesses, hyperthermia, hypothermia, mental stress or exhaustion, infection, vomiting, concussion, loss of consciousness, seizures, electric shock and/or injury and neurological disorders/pain. Catastrophic injuries are rare; however, we feel that our participants should be aware of the possibility. These injuries can include, but are not limited to: permanent disabilities, stroke, single or multiple organ failure or dysfunction, physical damage to organs, spinal injuries, paralysis, heart attack, heart failure, brain swelling, and even death.

MG will use reasonable care and skill to run the Mind Over Muscle Day Camp event and provide a Venue that is fit and suitable for the Mind Over Muscle Day Camp event taking into account the nature of the Inherent Risks.

It is my own responsibility to consult with my doctor ("My Doctor") before participating in the Mind Over Muscle Day Camp event so as 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 well-being. If I become aware or currently think that any aspects of the Mind Over Muscle Day Camp event course, facilities or equipment are unsafe or pose unreasonable risks, I will immediately notify appropriate Mind Over Muscle Day Camp and/or Venue personnel. I accept that I am fully and solely responsible for the condition and adequacy all of my own equipment that I bring to the Venue.

I understand fully the Inherent Risks involved in the Mind Over Muscle Day Camp Event and I assert that I am willingly and voluntarily participating in the Mind Over Muscle Day Camp event and that where necessary I have secured any consents and permissions as they pertain to me personally to participate in this event. I have read this Waiver and acknowledge that: a) I understand the nature of the Mind Over Muscle Day Camp event; b) I understand the demands of the activities at the Mind Over Muscle Day Camp event relative to my physical condition; c) I appreciate the potential impact of the types of injuries that may result from my participation in the Mind Over Muscle Day Camp event; d) I hereby confirm that I knowingly assume all of the Inherent Risks of the Mind Over Muscle Day Camp event ; and e) I understand that MG recommends that I check that I have health insurance to cover any injuries I may suffer as a result of participating in the Mind Over Muscle Day Camp Event.

Assumption of Inherent Risks

The Mind Over Muscle Day Camp event is meant to be a test of Fitness, strength, stamina and mental agility, that takes place across one day. It is test of each individual rather than against any other competitor. The object of the day camp is to test oneself physically but also to learn about mental strength and team work whilst also understanding the benefits of good nutrition. The Venue will incorporate a large green but flat open space for cardio exercise and test of physical test using logs, sandbags and tyres as well as an assault course for higher intensity physical testing. I acknowledge that the Mind Over Muscle Day Camp event is an extreme test of my physical and mental limits that carries with it inherent and significant risks of physical injury. Inherent risks are risks that cannot be eliminated completely (without changing the challenging nature of the Mind Over Muscle Day Camp event) regardless of the care, measures and precautions taken by MG and are further described below (“Inherent Risks”). I also understand that the Mind Over Muscle Day Camp event 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 Mind Over Muscle Day Camp event is often conducted under what may be extreme conditions and circumstances.

Limitation of Liability

I hereby forever waive, release, covenant and agree not to take or make any Claim, and discharge MG and the other Released Parties from any and all Claims arising out of my participation in the Mind Over Muscle Day Camp event:

1) resulting from the Inherent Risks e.g. for personal injury (including death) including injury caused during practice runs, the Mind Over Muscle Day Camp event, and while at the Venue location (including, but not limited to the base area, stands, pavements, parking areas, sponsor promotions, toilet facilities and dressing facilities); and/or

2) resulting from damage to, loss of, or theft of my property during the Mind Over Muscle Day Camp event;

EXCEPT THAT nothing in this Waiver shall limit or exclude either MG or the Released Parties’ liability for:

(i) death or personal injury resulting from its negligence including breach of any common law duty to take reasonable skill and exercise reasonable care; (ii) breach of statutory duty; (iii) criminal acts; (iv) fraud; (v) or any liability that cannot be excluded under applicable law (together the “Excluded Events”).

Additionally, I repeat the above statement (Limitation of Liability) on behalf of the Releasing Parties.

Indemnity: I hereby agree to reimburse MG and the other Released Parties in respect of: 1) any and all Claims made by any Releasing Party arising out of my participation in the Mind Over Muscle Day Camp event resulting from the Inherent Risks e.g., for personal injury, including death, (including injury caused during practice runs and while at the Venue) and/or from damage to, loss of, or theft of my property during the Mind Over Muscle day Camp event; and 2) any and all Claims of other participants, rescuers, and others arising from my failure to comply with the Rules and/or my reckless conduct in the course of my participation in the Mind Over Muscle Day Camp event EXCEPT FOR Claims arising from either MG’s or the Released Parties’ liability for the Excluded Events. The Limitation of Liability and Indemnity provisions in this Waiver shall survive the end of the Mind Over Muscle Day Camp event.

Statements

- a) I confirm that I am in good health and in proper physical condition to safely participate in the Mind Over Muscle Day Camp event, and I further confirm that I am over 18 years of age.
- b) I confirm that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in the Mind over Muscle Day Camp event, or that would result in my participation creating a risk of danger to myself or to others.
- c) I acknowledge that MG recommends and encourages that I obtain medical clearance from My Doctor prior to my participation in the Mind Over Muscle Day Camp event. I confirm that I have not been cautioned against me participating in the Mind Over Muscle Day Camp event by any medical practitioner.
- d) I understand it is my responsibility to continuously monitor my own physical and mental condition during the Mind Over Muscle Day Camp event, and I agree to withdraw immediately and to notify appropriate Mind Over Muscle Day Camp personnel if my continued participation would create a risk of danger to myself or to others.
- e) In the event of an injury to me that renders me unconscious or incapable of making a medical decision, I authorise appropriate Mind Over Muscle Day Camp personnel and emergency medical personnel at the event to make emergency medical decisions on my behalf (including, but not limited to CPR and use of an Automated External Defibrillator). I authorise Mind Over Muscle Day Camp to secure emergency medical care or transportation for me when deemed necessary by Mind Over Muscle Day Camp.

- f) I acknowledge that Mind Over Muscle Day Camp has instituted its rules for the protection of everyone attending the Mind Over Muscle Day Camp event including its participants. I agree to familiarise myself with all Rules and to follow them throughout the Mind Over Muscle Day Camp event. I agree that Mind Over Muscle Day Camp may stop or prevent my participation in the Mind Over Muscle Day Camp event (and, if necessary, have me removed from the Venue) if my participation, conduct, or presence endangers me or any other person present at the Mind Over Muscle Day Camp event.
- g) I acknowledge that Mind Over Muscle Day Camp personnel and/or Venue personnel may prohibit or stop anyone from taking part in the Mind Over Muscle Day Camp event and/or immediately remove anyone from the Venue if they believe such person has disobeyed any applicable Rules, directions, instructions, decisions, or laws; or whose behaviour endangers safety or negatively affects that person, any other person, facility, or property of any type or kind.
- h) I agree to ensure that I will not be under the influence of alcohol or any non-prescription drugs (or any other drugs that might hinder my ability to participate in the Mind Over Muscle Day Camp) at any time during my participation at the Mind Over Muscle Day Camp event.

Data Protection and Marketing: I agree that: a) in the case of an emergency Mind Over Muscle Day Camp and/or Venue personnel may use the emergency contact details I provided when I registered for the Mind Over Muscle Day Camp event; b) should I receive medical assistance at the Mind Over Muscle Day Camp event, data collected on an accident form will be held on MG's database and shall be handled in accordance with the terms of the Data Protection Act 2018 (as amended from time to time) and all other applicable data protection legislation, and in accordance with MG's privacy policy, which is available at <https://www.mindovermuscle.com> (as amended from time to time). I have the right to ask Mind Over Muscle Day Camp not to process my personal data for marketing purposes and that I may always opt-out of receiving future e-mail messages and newsletters from Mind Over Muscle Day Camp or request that my information be removed from MG's website or corrected by emailing Mind Over Muscle Day Camp at info@mindovermuscle.com.

I acknowledge and agree that on the day of the Mind Over Muscle Day Camp event: a) I shall not urinate or defecate outside of designated areas at the Venue; b) I shall not bring any non-service animals to the Venue; c) I shall not use any non-medically necessary wheeled equipment during my participation at the Mind Over Muscle Day Camp event; and d) I shall not wear any clothing or use any props or equipment that may pose a risk to myself, other participants, spectators or personnel.

I agree that my participation in the Mind Over Muscle Day Camp event is subject to my compliance with: a) the terms of this Waiver; b) the Rules; c) all directions, instructions and decisions of Mind Over Muscle Day Camp event and Venue Personnel on the day of the Mind Over Muscle Day Camp event. I confirm that I am aged 18 or over on the date that I am signing this Waiver.

Photography: I understand that any and all photographs, recordings, and/or likenesses of me captured during the Mind Over Muscle Day Camp event by MG, its affiliated entities or contractors, and/or the media ("Relevant Other Parties") become the sole property of MG and/or the 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 and/or exploited in whole or in part in all media and formats throughout the world in perpetuity for any legitimate commercial or non-commercial purpose, including but not limited to promoting, advertising and marketing Mind Over Muscle Day Camp and events held by MG, without prior notice or compensation. I further understand that MG 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 of me. I also grant MG 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 Mind Over Muscle Day Camp and events held by MG without prior notice or compensation.

Severability: I understand and agree that this Waiver is intended to be as broad and inclusive as is permitted by laws of England and Wales and that if any court or competent authority finds that any provision of this Waiver (or part of any provision) is invalid, unlawful, void, or for any reason unenforceable, then that provision or part-provision shall, to the extent required, be deemed to be deleted from this Waiver, and the validity and enforceability of any remaining provisions of this Waiver shall not be affected.

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

Venue and Jurisdiction: The courts of England and Wales shall have the sole and exclusive jurisdiction over any legal action that is brought in connection with this Waiver or its subject matter, and only the substantive laws of England and Wales shall apply in such circumstances.

I have read this Waiver and fully understand its terms. I understand that I am limiting my rights, including my right to sue. I further acknowledge that I am signing this Waiver freely and voluntarily.

Signature

Print Name

Date

Age