



Participant Name

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## National Obstacle Series (NOS) Adult Participant Waiver

**PARTICIPANTS AND PARENTS/GUARDIANS OF MINORS: 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.**

**MINORS AGED 14, 15, 16 OR 17: YOU MAY ONLY PARTICIPATE IN THE NOS EVENT IF YOU ARE ACCOMPANIED BY YOUR PARENT OR LEGAL GUARDIAN / AN ADULT AGED 18 OR OVER AND YOUR PARENT OR LEGAL GUARDIAN'S HAS SIGNED THIS AGREEMENT.**

**PARENTS/LEGAL GUARDIANS: IF YOU ARE THE PARENT OR LEGAL GUARDIAN OF A MINOR, THEN BY SIGNING THIS AGREEMENT YOU ARE CONSENTING TO THE TERMS OF THIS AGREEMENT AND YOU ARE AGREEING TO THE MINOR'S PARTICIPATION IN THE NOS EVENT UNDER YOUR / AN ACCOMPANYING ADULT'S DIRECT SUPERVISION.**

### **Definitions and Interpretation**

**"Agreement"** means this Assumption of Risk, Limitation of Liability and Indemnity Agreement for Participants Aged 14 or Over;

**"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, and, if applicable the Parent/Guardian in the NOS event and who is either aged 18 or over or is a Minor, and who has signed this Agreement below;

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

**"Minor"** means the Participant in the NOS event who has signed this Agreement and who is aged 14, 15, 16 or 17 on the date of their signature of this Agreement;

**"Parent/Guardian"** means the Minor's parent or legal guardian who has signed this Agreement and is named below;

**"Released Parties"** are together NOS 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 NOS 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"** are together my and Parent/Guardian's 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 NOS or the Released Parties on my behalf;

**"Rules"** means all of the rules contained in this Agreement together with all of the health and safety, course and access rules and regulations provided to me or posted at the Venue and on the website [www.nationalobstacleseries.com](http://www.nationalobstacleseries.com) (as displayed on the date that I sign this Agreement);

**"NOS event"** is the NOS or NOS Half event that is taking place at the Venue further described below in the paragraph headed "Assumption of Inherent Risks";

**"NOS"** is NOS Oman, a licensee of NOS Limited, whose registered company address is C/O Sabco Sports, PO Box 3779, Al Wattayah, Muscat 112, Oman; and

**"Venue"** means the property on which the NOS event is held.

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



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**Assumption of Inherent Risks:** The NOS event is meant to be an extreme test of toughness, strength, stamina, camaraderie, and mental grit that takes place in one place in one day. It is not a race against other contestants, but rather a competition with oneself and the course. The object is to complete the course. The Venue is part of the challenge and the NOS 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 may include runs, military style obstacles, going through pipes, traversing cargo nets, climbing walls, encountering electric voltage, swimming in cold water, throwing or carrying or getting hit with heavy objects, and traversing muddy areas. In summary, the NOS event is a hazardous activity that presents the ultimate physical and mental challenge to participants. I acknowledge that the NOS 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 NOS event) regardless of the care, measures and precautions taken by NOS and are further described below ("**Inherent Risks**"). I also understand that the NOS 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 NOS event is often conducted under what may be extreme conditions and circumstances.

I understand and acknowledge that the **Inherent Risks include, but are not limited to:** 1) my contact or collision with other persons 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 NOS event obstacles (e.g., natural and man-made water hazards, road and surface obstacles, close proximity and/or contact with thick smoke and open flames, barbed wire, pipes, and electric shocks); 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 behaviour by other participants and/or spectators; and 7) natural hazards (e.g., uneven terrain, rock falls, lightning strikes, earthquakes, wildlife attacks, contact with poisonous plants, marine life and/or ticks). NOS will use reasonable care and skill to run the NOS event and provide a Venue that is fit and suitable for the NOS event taking into account the nature of the Inherent Risks.

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.

I understand that it is my responsibility to consult with my doctor ("**GP**") prior to participating in the NOS 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 well-being.

If I believe or become aware that any aspects of the NOS event course, facilities or equipment are unsafe or pose unreasonable risks, I agree to immediately notify appropriate NOS and/or Venue personnel. I and Parent/Guardian 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 NOS event and I assert that I am willingly and voluntarily participating in the NOS event and Parent/Guardian asserts that he/she is willingly and voluntarily permitting his/her Minor's participation in the NOS event. I have read the preceding paragraphs and acknowledge that: 1) I understand the nature of the NOS event; 2) I understand the demands of the activities at the NOS event relative to my physical condition;**



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3) I appreciate the potential impact of the types of injuries that may result from my participation in the NOS event; 4) I hereby confirm that I knowingly assume all of the Inherent Risks of the NOS event; and 5) I understand that NOS recommends that I check that I have health insurance to cover any injuries I may suffer as a result of participating in the NOS event.

**Limitation of Liability:** I and Parent/Guardian hereby forever waive, release, covenant not to Claim, and discharge NOS and the other Released Parties from any and all Claims arising out of my participation in the NOS event:

1) **resulting from the Inherent Risks e.g. for personal injury (including death)** including injury caused during practice runs, the NOS 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 NOS event;**

**EXCEPT THAT** nothing in this Agreement shall limit or exclude either NOS or the Released Parties' liability for: (i) death or personal injury resulting from its negligence, (ii) breach of statutory duty; (iii) criminal acts; (iv) fraud; (v) or any liability that cannot be excluded under applicable law.

**Indemnity:** I hereby agree to reimburse NOS 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 NOS 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 NOS 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 NOS event;

**EXCEPT FOR** Claims arising from either NOS or the Released Parties' liability for: (i) death or personal injury resulting from its negligence; (ii) breach of statutory duty; (iii) criminal acts; (iv) fraud; (i) or any liability that cannot be excluded under applicable law.

The **Limitation of Liability** and **Indemnity** provisions in this Agreement shall survive the end of the NOS event.

**Venue and Jurisdiction:** I understand that if legal action is brought in connection with this Agreement or its subject matter, the courts of Oman shall have the **sole and exclusive jurisdiction** over the action and that **only the substantive laws of Oman** shall apply.

**Severability:** I understand and agree that this Agreement is intended to be **as broad and inclusive as is permitted** by laws of Oman and that if any court or competent authority finds that any provision of this Agreement (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 Agreement,** and the validity and enforceability of **any remaining provisions** of this Agreement **shall not be affected.**

**Entire Agreement:** This Agreement supersedes any and all previous oral or written promises or agreements. I and Parent/Guardian each understand that **this is the entire Agreement** between me and NOS relating to its subject matter, and **cannot be modified or changed** in any way by representations or statements by any agent or employee of NOS. I and Parent/Guardian each agree that this Agreement may only be amended by a written document duly executed by NOS and I on giving me at least 30 days written notice prior to the date of the NOS event. If I do not agree to the amended terms of this Agreement I must let NOS know in writing at least 7 days before the date of the NOS event ("**Refusal**") and I acknowledge that I shall not be permitted to take part in the NOS 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 NOS 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.



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**Agreements for the Protection of Participants**

- I confirm that I am **in good health** and in proper physical condition to safely participate in the NOS event. I confirm that I have **no known or knowable physical or mental conditions** that would affect my ability to safely participate in the NOS event, or that would result in my participation creating a risk of danger to myself or to others.
- I acknowledge that NOS recommends and **encourages that I obtain medical clearance** from my GP prior to my participation in the NOS event. I confirm that I **have not been cautioned against me participating** in the NOS event by any medical practitioner.
- I understand it is my responsibility to continuously **monitor my own physical and mental condition during the NOS event**, and I agree to withdraw immediately and to notify appropriate NOS personnel if my continued participation would create a risk of danger to myself or to others.
- In the event of an injury to me that renders me unconscious or incapable of making a medical decision, **I authorise appropriate NOS personnel and emergency medical personnel at the NOS event to make emergency medical decisions** on my behalf (including, but not limited to CPR and use of an Automated External Defibrillator). I authorise NOS to **secure emergency medical care or transportation** for me when deemed necessary by NOS.
- I acknowledge that NOS has instituted its **rules for the protection** of everyone attending the NOS event including its participants. I agree to familiarise myself with all Rules and to follow them throughout the NOS event. Parent/Guardian agrees to also familiarise his / herself with the Rules and ensure that the Minor is familiar with such Rules and will follow them throughout the NOS event. I agree that NOS may stop or prevent my participation in the NOS 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 NOS event.

**Removal from NOS event or Venue:** I acknowledge that NOS personnel and/or Venue personnel may prohibit or stop anyone from taking part in the NOS 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.

**Alcohol & Drugs:** I agree to ensure that: 1) I will not be under the influence of alcohol or any non-prescription drugs during my participation in the obstacle course or at the base area at the NOS 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 NOS event. I agree to take full responsibility for any alcohol that I consume at the NOS event.

**Data Protection and Marketing:** I agree that: 1) in the case of an emergency NOS and/or Venue personnel may use the emergency contact details I provided when I registered for the NOS event; 2) should I receive medical assistance at the NOS event, data collected on an accident form will be held on NOS's database and shall be handled in accordance with the terms of the Data Protection Act 1998 (as amended from time to time) in accordance with NOS's privacy policy, which is available at [nationalobstacleseries.com](http://nationalobstacleseries.com); and 3) NOS may share any data I provide to it, including personal data collected from me by registering online and Parent/Guardian's name, to any of its group companies and group business contacts within and outside the European Economic Area for use in connection with the NOS event (even where the country or territory in question is not identified as one that maintains adequate data protection standards). By giving NOS my personal information, I expressly consent to NOS's collection, use and disclosure of my personal information as described in NOS's privacy policy which can be found at [nationalobstacleseries.com](http://nationalobstacleseries.com). When I submit personal information to NOS, NOS may use it to contact me, and NOS may provide it to certain third parties for marketing or promotional purposes. I have the right to ask NOS 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 NOS or request that my information be removed from NOS's website or corrected by emailing NOS at [info@sabcospports.com](mailto:info@sabcospports.com).



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**Specific Rules:** I acknowledge and agree that on the day of the NOS event: 1) I shall not urinate or defecate outside of designated areas at the Venue; 2) I shall not bring any non-service animals to the Venue; 3) I shall not use any non-medically necessary wheeled equipment during my participation in the obstacle course at the NOS event; and 4) I shall not wear any clothing or use any props or equipment that may pose a risk to myself, other participants, spectators or personnel.

**Photography:** I understand that any and all photographs, motion pictures, recordings, and/or likenesses of me captured during the NOS event by NOS, its affiliated entities or contractors, and/or the media (“**Relevant Other Parties**”) become the sole property of NOS 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 NOS and events held by NOS, without prior notice or compensation. I further understand that NOS 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 NOS 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 NOS and events held by NOS without prior notice or compensation.

**Rules:** I and Parent/Guardian agree that my participation in the NOS event is subject to my compliance with: 1) the terms of this Agreement; 2) the Rules; 3) all directions, instructions and decisions of NOS and Venue Personnel on the day of the NOS event.

**Age:** I and Parent/Guardian confirm that I am aged 18 or over on the date that I am signing this Agreement.

**Participant's Agreement Acknowledgment 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 am signing this Agreement freely and voluntarily.

Signature

Print Name

Age

Date

**IF THE PARTICIPANT IS A MINOR (I.E. AGED 14, 15, 16 OR 17 ON THE DATE THEY SIGN THIS AGREEMENT) THEN THEIR PARENT OR GUARDIAN MUST ALSO SIGN THIS AGREEMENT.**

**Parent/Guardian's Agreement and Acknowledgment of Understanding:** I confirm that I am the parent or legal guardian of the above named participating Minor and that I have read this Agreement and fully understand its terms. I understand that by signing this Agreement I am limiting my rights, including my right to sue. I further acknowledge that I am signing this Agreement freely and voluntarily. I confirm that either I or an adult aged 18 or over will accompany the Minor, if the Minor is participating in the NOS event.

Parent/Guardian's Signature

Parent/Guardian Name

Date