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National Obstacle Series (NOS) Child Participant Waiver

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.

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 the terms and conditions of this Parental / Legal Guardian Consent and Liability Agreement for Participating Minors Aged 6 to 13;

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

"I / me / my / Parent / Guardian" is you, the Minor's parent or legal guardian who has signed this Agreement and is named below;

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

"Minor" means each participant in the NOS Event who is/are named below and who is/are aged between 6 and 13 years old and at least 42" tall on the date of my signature of this Agreement;

"NOS Event" the NOS event which is in a separate area at the NOS event that is taking place at the Venue further described below in the paragraph headed **"Assumption of Inherent Risks"**;

"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 and 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" include , the Minor, my spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on behalf of the Minor;

"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 nationalobstacleseries.com (as displayed on the date that I sign this Agreement);

"NOS" is NOS Oman, a licensee of NOS Oman, 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. **References to "the Minor" include all Minors named in this Agreement.**

Assumption of Inherent Risks: The NOS Event is a separate event which forms part of the overall NOS event. While crafted specifically for the enjoyment of young participants and their parents, it is a potentially hazardous activity the risks of which cannot be fully eliminated. As with any similar physical activity, the NOS Event will contain some dangerous and hostile conditions. Some of the activities may include but are not limited to, runs, going through pipes, traversing cargo nets, climbing walls, and traversing muddy areas. The environment, the activities, and the competitive efforts of the participants can put other participants at serious risk of injury. Some of the inherent risks to participants **include, but are not limited to:** 1) contact or collision with persons (e.g., other participants, course personnel, spectators), motor vehicles or machinery; 2) contact or collision with obstacles and objects (e.g., natural



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and man-made water, road and surface obstacles, and pipes); 3) weather-related hazards (e.g., extreme heat, extreme cold, humidity, ice, rain, or fog); 4) judgment and/or behaviour-related problems (e.g., erratic or inappropriate behaviour by other participants and/or spectators); and 5) natural hazards (e.g., uneven terrain, rock falls, lightning strikes, earthquakes, wildlife attacks, contact with poisonous plants, marine life and/or ticks) (collectively the “**Inherent Risks**”). I understand, agree, and accept that some of the obstacles the Minor may go through contain water that has not been tested for chemicals, disease, or other contamination.

NOS will use reasonable care and skill to provide a Venue that is fit and suitable for the NOS Event taking into account the nature of the Inherent Risks.

I understand and acknowledge that any of the Inherent Risks and other risks, not specifically named, **may cause injury** or injuries to the Minor that may be categorized 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. Less common **serious injuries** also sometimes occur. They **include, but are not limited to:** property loss or damage, broken bones, fractures, dislocations, torn or ligaments and tendons, exposure, dehydration, heat-related illness, mental stress or exhaustion, hyperthermia, hypothermia, infection, vomiting, concussion and loss of consciousness. **Catastrophic injuries** are rare; however, we feel that Parents and Guardians should be aware of all possibilities. These injuries can **include, but are not limited to:** permanent disabilities, physical damage to organs, spinal injuries and paralysis, stroke, heart attack, brain swelling and even death.

I understand that it is my responsibility to consult with a doctor (“**GP**”) prior to the Minor attending the NOS Event to ensure that the Minor is fit and well enough to take part in the NOS Event and that his/her participation will not pose any unusual or serious risks to his/her health and well-being.

If I believe or become aware that any aspects of the NOS Event, facilities, or equipment are unsafe or pose unreasonable risks, I agree to immediately notify appropriate NOS 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 Minor’s participation in the NOS Event and assert that I am willingly and voluntarily permitting his/her 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 the Minor’s physical condition;
- 3) I appreciate the potential impact of the types of injuries that may result from the Minor’s 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 which covers any injuries the Minor may suffer as a result of participating in the NOS Event.

Limitation of Liability: I hereby forever waive, release, covenant not to Claim, and discharge NOS and the other Released Parties from any and all Claims arising out of the Minor’s participation in the NOS Event:

- 1) **resulting from the Inherent Risks e.g., for personal injury (including death)** including injury caused during practice runs and while at the Venue (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;**



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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 the Minor's 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 or the Minor's property during the NOS Event; and

2) any and all Claims of other participants, rescuers, and others arising from the Minor's failure to comply with the Rules and/or the Minor's reckless conduct during his/her 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; (ii) criminal acts; (iii) fraud; (iv) 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 England and Wales shall have the **sole and exclusive jurisdiction** over the action and that **only the 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 is permitted** by laws of England and Wales 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 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 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 the Minor(s) shall not be permitted to enter 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.

Agreements for the Protection of Participating Minors

- I confirm that the Minor is **in good health** and in proper physical condition to safely participate in the NOS Event. I confirm that the Minor has **no known or knowable physical or mental conditions** that would affect his/her ability to safely participate in the NOS Event, or that would result in his/her/ participation creating a risk of danger to the Minor or to others.
- I confirm that I **have not been advised or cautioned against allowing the Minor to participate** in the NOS Event by any medical practitioner.
- I understand that it is my responsibility to continuously **monitor the Minor's physical and mental condition during participation in the NOS Event**, and I agree to withdraw the Minor immediately and to notify appropriate NOS and/or Venue personnel if at any point his/her continued participation would create a risk of danger to the Minor or to others.
- I authorise NOS to **secure emergency medical care or transportation** for the Minor when deemed necessary by NOS.



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- I acknowledge that NOS has instituted its **rules for the protection** of everyone attending the NOS Event and the NOS event. I agree to familiarise myself with all of the Rules and to follow them throughout the NOS Event. I agree to also ensure that the Minor is familiar with such Rules and will follow them throughout the NOS Event including but not limited to not allowing the Minor to dive head first into a water or mud pit. I agree that NOS may stop or prevent the Minor's participation in the NOS Event (and, if necessary, have me and the Minor removed from the Venue) if such participation, conduct, or presence endangers the Minor or any other person present at the NOS Event.

Emergency Delay or Cancellation: I acknowledge that NOS at its sole discretion may delay, modify or cancel the NOS Event if conditions or natural or man-made emergencies make administering or holding the NOS Event unreasonably difficult or unsafe. I agree that "emergency" is defined to mean any event beyond the control of NOS, 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.

Refunds: I acknowledge that the NOS Event fee and associated costs (including optional product purchases, spectator tickets, and donations) are non-refundable, including in circumstances where I am unable to attend due to illness or injury or a scheduling conflict, unless: 1) NOS cancels or materially delays or alters the NOS Event; 2) NOS makes a significant change to the Venue; or 3) NOS changes the date of the NOS Event so that I am no longer able to attend. In circumstances (1), (2) or (3) above, NOS may either (i) offer me the right to attend a different NOS Event in the UK at no additional charge; or (ii) issue me with a refund of the NOS Event fee that I have paid at NOS's sole discretion acting reasonably, and if I agree, that the Minor shall attend a different NOS event then I shall not be entitled to any refund, but if I do not agree for the Minor to attend any other NOS Event offered to me, then NOS shall issue me a refund of the NOS Event fee that I have paid.

Attitude and Behaviour: On the day of the NOS Event, I agree to, and I agree on behalf of the Minor to: (i) behave appropriately at all times; (ii) act respectfully towards all people, equipment, property and facilities; and (iii) participate with a cooperative 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 attendance 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 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 or the Minor 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; and 3) I agree that NOS may share any data I and the Minor provide to it, including, but not limited to, personal data collected from me by registering online and the Minor'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 such personal information as described in NOS's privacy policy which can be found at nationalobstacleseries.com. When I submit personal information to NOS, NOS may use my personal information to contact me, and NOS may provide it to certain third parties for marketing or promotional purposes. I understand that 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@sabcosports.com.

Specific Rules: I acknowledge and agree that on the day of the NOS Event: 1) the Minor and I shall not urinate or defecate outside of designated areas at the Venue; 2) I shall not bring any non-service



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animals to the Venue; 3) the Minor shall not use any non-medically necessary wheeled equipment during his/her participation in the obstacle course at the NOS Event; 4) the Minor and I shall not wear any clothing or use any props or equipment that may pose a risk to myself, other participants, spectators or personnel; and 5) the Minor and I shall abide by all instructions and directions of NOS and Venue personnel and all NOS and Venue rules and regulations.

Photography: I understand that any and all photographs, motion pictures, recordings, and/or likenesses of me or my Minor captured during the NOS Event by NOS, its affiliated entities, contractors, sponsors 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 or the Minor 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. I also grant NOS the permission to use my name and the Minor’s 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 agree that the Minor’s participation in the NOS Event is subject to:

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;
4. the Minor being accompanied at all times by my Parent/Guardian/an adult aged 18 or over at the NOS Event.

Parent/Guardian’s Agreement and Acknowledgment of Understanding: I confirm that I am the parent or legal guardian of each Minor named below 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 as either a spectator or participant at the NOS Event.

Minor’s Name	Minor’s Age	Second Minor’s Name	Second Minor’s Age
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Third Minor’s Name	Third Minor’s Age	Fourth Minor’s Name	Fourth Minor’s Age
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Parent/Guardian’s Signature	Parent/Guardians Name	Date
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