

ENTRY AND PARTICIPATION AGREEMENTS

Rules:

I agree to become familiar with and abide by all written and/or posted rules of Rumble on the Ranch, "ROTR", as well as all written and/or posted rules at the event location. I further agree to comply with all directions, instructions and decisions of ROTR personnel. I further agree not to challenge these rules, directions, instructions, or decisions on any basis at any time.

Emergency Delay or Cancellation:

I acknowledge that ROTR, at its sole discretion may delay, modify, or cancel the event if conditions or natural or man-made emergencies make administering the event unreasonably difficult or unsafe. I agree that "emergency" is defined to mean any event beyond the control of ROTR, including but not limited to: high wind, extreme rain or hail, tornado, earthquake, flood, acts of terrorism, fire, labor difficulty or work stoppage, insurrection, war, public disaster, and unavoidable casualty. In the event of a delay, modification, or cancellation of the ROTR event as described in this paragraph, I understand that I will not be entitled to a refund of my entry fee or any other costs incurred in connection with the ROTR event.

Control of Participation:

I understand that ROTR has the authority to issue instructions or directions relating to the manner of my safe participation in the course or related activities and the authority to halt my participation in the course or related activities at any time they deem it necessary to protect the safety of participants, spectators, and personnel; and/or promote fairness and the spirit of ROTR.

Removal from Course:

I understand that ROTR and venue personnel may immediately cause anyone who disobeys any rules, directions, instructions, decisions, or laws, or whose behavior endangers safety or negatively affects a person, facility, or property of any type or kind, to be removed from the course.

Fee Refunds:

I understand that all fees and associated costs, including optional product purchases, spectator tickets, donations, and paid registration for this ROTR event are not refundable for any reason under any circumstances, including but not limited to injury, a scheduling conflict, and/or event cancellation.

Military:

I understand that active duty or deployed military participants may be entitled to a refund on a case-by-case basis upon providing sufficient, official documentation regarding the deployment that conflicts with participating in the event.

Attitude and Behavior:

I agree to exhibit appropriate behavior at all times; demonstrate respect for all people, equipment, and facilities; and participate with a cooperative and positive attitude.

Alcohol & Drugs:

I certify that I am not, and on the date of the ROTR event will not be, under the influence of alcohol or any drugs that would in any way impair my ability to safely participate in the ROTR event. I further, understand that alcohol consumption prior, during and following the event is discouraged by ROTR and take full responsibility for any decision to consume alcohol at that time.

Specific Rules:

I specifically acknowledge and agree to abide by the following rules:

1. No urination or defecation is permitted outside of designated areas;
2. No wheeled conveyances or pets are allowed in the course at any time;
3. No clothing, props or equipment that pose an unnecessary risk to participants, spectators or personnel are permitted; and
4. Obey civil and criminal laws including traffic laws.

Photography:

I understand that as between me and ROTR, any and all photographs, motion pictures, recordings, and/or likenesses of me captured during the ROTR event by ROTR, its affiliated entities or contractors, and/or the media become the sole property of ROTR. I grant the right, permission and authority to ROTR to use and license others to use my name and any such photographs, motion pictures, recordings, and/or likenesses, the "Recordings", in any manner ROTR wishes and in any and all media now known or hereafter discovered or developed, in perpetuity, throughout the universe, including but not limited to promoting, advertising, and marketing activities. I further understand that ROTR, as sole owner, has the full right to sell and/or profit from the commercial use of such Recordings or to transfer or assign the rights to use such Recordings to any entity without restriction. I hereby agree not to sue and irrevocably and unconditionally release, waive and forever discharge ROTR, any commercial television or media company, and their respective past, present and future parents, subsidiaries, whether or not wholly-owned, affiliates, divisions, agents, representatives, employees, successors and assigns, jointly and individually, hereinafter collectively referred to as "Releases", from any and all manner of liabilities, claims and demands of any kind or nature, whatsoever, in law or equity, whether known or unknown, which I, or my assigns, agents and/or representatives, ever had, now has, or in the future may have against the Releases, including, but not limited to claims arising out of or related to the uses described herein, the ROTR event, the Recordings, and/or my decision to participate in the ROTR event. I further agree that I shall be liable for any attorneys' fees and costs incurred by the Releases in connection with any claim or lawsuit brought in violation of this paragraph. In no event shall I have the right to enjoin the development, production or distribution or exploitation of the Recordings. This release shall be binding on all of my successors-in-interest, heirs and assigns.

Majority Age:

I affirm that I have reached majority age, or will have reached that age by the date of the ROTR event. Majority age is 18 in all states except Alabama (age 19), Nebraska (age 19), and Mississippi (age 21).

ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY

PARTICIPANTS:

READ THIS PORTION CAREFULLY BEFORE SIGNING. IT INCLUDES LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

Parties.

Released Parties include the City of Watertown, Lutheran Outdoors of South Dakota, Daryl Popham and each and all of their respective directors, officers, employees, agents, contractors, insurers, spectators, equipment suppliers, and volunteers;

Releasing Parties include: the participant as well as participant's 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, or have a right to claim or sue, on participant's behalf.

Assumption of Inherent Risks

ROTR is meant to be a 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 or time, but rather a competition with oneself and the course. The object is to complete the course. The venue is part of the challenge and may involve extreme heat or cold, snow, mud, changes in elevation, and water. Some of the activities include runs, military style obstacles, going through pipes, traversing cargo nets, climbing walls, swimming in cold water, throwing or carrying heavy objects, and traversing muddy areas. In summary, the ROTR event is a hazardous activity that presents a physical and mental challenge to participants.

I acknowledge that the ROTR event is a 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 ROTR event, regardless of the care and precautions taken by the organizers of ROTR.

I also understand that it is extremely strenuous with the accompanying risks and dangers generally present in such activities. I understand that these hazards may be magnified due to the fact that the ROTR event may be conducted under what may be considered extreme conditions and circumstances.

I understand and acknowledge that the inherent risks include, but are not limited to:

1. Contact or collision with persons or objects, *e.g.*, collision with spectators or course personnel, contact with other participants, contact or collision with motor vehicles or machinery, and contact with natural or man-made fixed objects or obstacles;
2. Encounter with obstacles, *e.g.*, natural and man-made water, road and surface hazards;
3. Equipment related hazards, *e.g.*, broken, defective or inadequate competition equipment, unexpected equipment failure, imperfect course conditions;
4. Weather-related hazards, *e.g.*, extreme heat, extreme cold, humidity, ice, rain, snow, hail, or fog;
5. Inadequate first aid and/or emergency measures;
6. Judgment and/or behavior-related problems, *e.g.*, erratic or inappropriate co-participant behavior, erratic or inappropriate behavior by the participant, errors in judgment by personnel working the event; and
7. Natural hazards, *e.g.*, uneven terrain, rock falls, lightning strikes, hail, snow, earthquakes, wildlife attacks, contact with poisonous plants, marine life and/or insects, including mosquitoes and ticks.

I further understand and acknowledge that any of these risks and others, not specifically named, may cause injury or injuries that may be categorized as minor, serious, or catastrophic.

Minor injuries are common and include, but are not limited to: scrapes, bruises, sprains, nausea, and cuts.

Serious injuries are less common, but sometimes occur. They include, but are not limited to: property loss or damage, broken bones, torn ligaments, concussions, exposure, heat-related illness, mental stress or exhaustion, infection, and concussions.

Catastrophic injuries are rare; however, participants should be aware of the possibility. These injuries can include permanent disabilities, spinal injuries and paralysis, stroke, heart attack, and even death.

I acknowledge and agree it is my responsibility to consult with my personal physician prior to participating in the ROTR event to ensure that such participation will not pose any unusual risks to my health and well-being.

I acknowledge and agree that it is my responsibility to inspect the ROTR course, facilities, equipment, and areas to be used, and if I believe or become aware that any are unsafe or pose unreasonable risks, I agree to immediately notify appropriate personnel.

By participating in the event, I am acknowledging that I have found the course, facilities, equipment, and areas to be used to be safe and acceptable for participation. I accept full and sole responsibility for the condition and adequacy of my equipment.

I UNDERSTAND FULLY THE INHERENT RISKS INVOLVED IN THE ROTR EVENT AND ASSERT THAT I AM WILLINGLY AND VOLUNTARILY PARTICIPATING IN THIS EVENT.

I have read the preceding paragraphs and acknowledge that:

1. I know the nature of the ROTR event;
2. I understand the demands of this activity relative to my physical condition;
3. I appreciate the potential impact of the types of injuries that may result from the ROTR event.

BY SIGNING BELOW I HEREBY ASSERT THAT I KNOWINGLY ASSUME ALL OF ALL INHERENT RISKS OF THE ACTIVITY AND TAKE FULL RESPONSIBILITY FOR ANY AND ALL DAMAGES, LIABILITIES, LOSSES, OR EXPENSES THAT I INCUR AS A RESULT OF PARTICIPATING IN THE ROTR EVENT.

INDEMNIFICATION AND WAIVER OF LIABILITY FOR ORDINARY NEGLIGENCE

In consideration of being permitted to participate in the ROTR event, I, on behalf of the Releasing Parties, hereby FOREVER WAIVE, RELEASE, COVENANT NOT TO SUE, AND DISCHARGE ROTR AND THE OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS RESULTING FROM THE INHERENT RISKS OF THE ROTR EVENT OR THE ORDINARY NEGLIGENCE OF ROTR, OR OTHER RELEASED PARTIES, THAT I MAY HAVE ARISING OUT OF MY PARTICIPATION IN THE ROTR EVENT.

This Indemnification and Waiver of Liability applies to:

1. Personal injury, including death, from incidents or illnesses arising from ROTR event participation, including, but not limited to, injury during course inspection, observation, practice runs, the ROTR event; and, while on the premises: stands, sidewalks, parking areas, restrooms, and dressing facilities; and
2. Any and all claims resulting from damage to, loss of, or theft of property.

In consideration of being permitted to participate in the ROTR event and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby agree to hold harmless, defend and indemnify ROTR, and the other Released Parties, from and against:

1. Any and all claims made by me, or any Releasing Party, arising from injury or loss due to my participation in the ROTR event, and
2. Against any and all claims of co-participants, rescuers, and others arising from my conduct in the course of my participation in the ROTR event. For the purposes hereof, "claims" includes all actions and causes of action, claims, losses, costs, expenses and damages, including legal fees and related expenses. This indemnity shall survive the expiration or sooner termination of the ROTR event and cannot be amended, extinguished or otherwise modified after its execution and delivery.

Venue and Jurisdiction:

I understand that any cause of action arising out of, or in any manner related to, the ROTR event will be venued in a court of competent jurisdiction in the State of South Dakota, without regard to conflicts of law provisions.

Severability:

I understand and agree that this Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is legally permissible and that if any provision shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be severed from these documents while not affecting the validity and enforceability of any and all remaining provisions.

Integration:

I affirm that these documents supersede any and all previous oral or written promises or agreements. I understand that this is the entire understanding between me and ROTR and cannot be modified or changed in any way by representations or statements by any agent or employee of ROTR. These documents may only be amended by a written document duly executed by all parties.

By signing below, I hereby acknowledge, agree, represent, warrant and affirm that:

- I am in good health and in proper physical condition to safely participate in the ROTR event. I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in the ROTR event, or that would result in my participation creating a risk of danger to myself or to others.
- I acknowledge that ROTR recommends and encourages each participant to get medical clearance from his/her personal physician prior to participation.
- I assert that I have not been advised or cautioned against participating in ROTR by a medical practitioner.

- I understand that it is my responsibility to continuously monitor my own physical and mental condition while on the course, and I agree to withdraw immediately and to notify appropriate personnel if at any point my continued participation would create a risk of danger to myself or to others.
- I represent and warrant that I am covered by medical insurance.
- In the event of an injury to me that renders me unconscious or incapable of making a medical decision, I hereby authorize appropriate ROTR personnel and emergency medical personnel at the event to make emergency medical decisions on my behalf, including, but not limited to, CPR and AED.
- I authorize ROTR personnel to secure emergency medical care or transportation when deemed necessary by ROTR personnel.
- I agree to assume all costs of emergency medical care and transportation.
- I acknowledge that ROTR has instituted its rules for the protection of the participant and co-participants. I agree to familiarize myself with those rules and follow them throughout the event. I also recognize the authority of ROTR to halt my participation, and, if necessary, have me removed from the premises if my participation, conduct, or presence endangers myself or my co-participants.

Acknowledgment of Understanding:

I have read this entire Entry and Participation Agreement, and fully understand each and all of its terms. I understand that I am giving up substantial rights, including my right to sue or to have suits filed on my behalf. I further acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability to the Released Parties, to the greatest extent allowed by law.

Signature of Participant

D.O.B.

Date

Name Printed