

'GOPPIN' CHALLENGE™ WAIVER & RULES

PARTICIPANT WAIVER

INTEGRATED TRAINING SW LTD

ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

PARTICIPANTS: READ THIS DOCUMENT CAREFULLY BEFORE ACCEPTING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

Parties

Released Parties include INTEGRATED TRAINING SW LTD and its directors, officers, employees, agents, contractors, insurers, spectators, equipment suppliers, and volunteers;

VENUE and its directors, officers, employees, agents, contractors, insurers, equipment suppliers, and volunteers; all INTEGRATED TRAINING SW LTD 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 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 on participant's behalf.

Assumption of Inherent Risks:

The 'GOPPIN' CHALLENGE™ event (hereafter referred to as the GC 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. Venues

are part of the challenge and usually involve hostile environments that might include extreme heat or cold, snow, fire, mud, extreme 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 summation, the GC event is a hazardous activity that presents the ultimate physical and mental challenge to participants.

I acknowledge that the GC 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 GC event) regardless of the care and precautions taken by INTEGRATED TRAINING SW LTD (hereafter used when referring to the corporate entity and protected parties).

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 GC 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) 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, close proximity and/or contact with thick smoke and open flames, barbed wire, pipes, and electric shocks); 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, fog); 5) inadequate or negligent first aid and/or emergency measures; 6) judgment- and/or behaviour-related problems (e.g., erratic or inappropriate co-participant behaviour, erratic or inappropriate behaviour by the participant, errors in judgment by personnel working the event; and 7) natural hazards (e.g. uneven terrain, rock falls, lightning

strikes, earthquakes, wildlife attacks, contact with poisonous plants, marine life and/or ticks).

I further understand and acknowledge that any of these risks and others, 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, sprains, nausea, and cuts. Serious injuries are less common, but do 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, we feel that our participants should be aware of the possibility. These injuries can include permanent disabilities, spinal injuries and paralysis, stroke, heart attack, and even death.

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

I understand that it is my responsibility to inspect the 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 participating in the GC event and assert that I am willingly and voluntarily participating in the event. I have read the preceding paragraphs and acknowledge that 1) I know the nature of the GC event; 2) I understand the demands of this activity relative to my physical condition; and 3) I appreciate the

potential impact of the types of injuries that may result from the GC event. I hereby assert that I knowingly assume all of the inherent risks of the activity and take full responsibility for any and all damages, liabilities, losses, or expenses that I may incur as a result of participating in the GC event.

Waiver of Liability for ORDINARY NEGLIGENCE: In consideration of being permitted to participate in the GC event, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I (on behalf of the Releasing Parties) hereby forever waive, release, covenant not to sue, and discharge INTEGRATED TRAINING SW LTD and the other Released Parties from any and all claims resulting from the INHERENT RISKS of the GC event or the ORDINARY NEGLIGENCE of INTEGRATED TRAINING SW LTD (or other Released Parties) that I may have arising out of my participation in the GC event.

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from the GC event participation, which includes injury during course inspection, observation, practice runs, the event, medical treatment and while on the premises (including, but not limited to stands, pathways, parking areas, restrooms, first-aid tents, and dressing facilities); and 2) any and all claims resulting from damage to, loss of, or theft of property.

Indemnification Agreement: In consideration of being permitted to participate in the GC 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 INTEGRATED TRAINING SW LTD (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 GC 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 GC event. For the purposes hereof, "claims" includes all actions and causes of action, claims, demands, losses, costs, expenses and damages, including legal fees and related expenses. This indemnity shall survive the expiration or sooner termination of the GC event.

Other Agreements

Venue and Jurisdiction: I understand that if legal action is brought, the appropriate country laws in which the GC Event is held has the sole and exclusive jurisdiction.

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 permitted by the country in which the GC Event is held and that if any provision shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be severed from this Agreement and does not affect the validity and enforceability of any remaining provisions.

Integration: I affirm that this agreement supersedes any and all previous oral or written promises or agreements. I understand that this is the entire Agreement between INTEGRATED TRAINING SW LTD and me and cannot be modified or changed in any way by representations or statements by any agent or employee of INTEGRATED TRAINING SW LTD. It may only be amended by a written document duly executed by all parties.

Agreements for the Protection of Participants:

- I represent and warrant that I am in good health and in proper physical condition to safely participate in the GC event. I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in the GC event, or that would result in my participation creating a risk of danger to myself or to others.
- I represent and warrant that I am in full command of my faculties and am not under the influence of alcohol or drugs.
- I agree not to participate in a GC event while under the influence of alcohol and/or drugs.
- I acknowledge that INTEGRATED TRAINING SW LTD recommends and encourages each client to get medical clearance from his/her personal physician prior to participation.
- I assert that I have not been advised or cautioned against participating by a medical practitioner.

- I understand that it is my responsibility to continuously monitor my own physical and mental condition during the Course, and I agree to withdraw immediately and notify appropriate personnel if at any point 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 authorize appropriate INTEGRATED TRAINING SW LTD 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 INTEGRATED TRAINING SW LTD to secure emergency medical care or transportation (i.e., EMS) when deemed necessary by INTEGRATED TRAINING SW LTD.
- I agree to assume all costs of emergency medical care and transportation.
- I acknowledge that INTEGRATED TRAINING SW LTD has instituted its rules for the protection of the participant and co-participants. I agree to familiarise myself with those rules and follow them throughout the event. I also recognise the authority of INTEGRATED TRAINING SW LTD to halt my participation (and, if necessary, have me removed from the premises) if my participation, conduct, or presence endangers my co-participants or myself.

Acknowledgment of Understanding: I have read this Assumption of Risk, Waiver of Liability, and Indemnification Agreement and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue. I further acknowledge that I am freely and voluntarily agreeing to the agreement and participating in the GC event, and intend my acceptance to be a complete and unconditional release of all liability due to ORDINARY NEGLIGENCE of INTEGRATED TRAINING SW LTD (and other Released Parties) or the INHERENT RISKS of the activity, to the greatest extent allowed by law in the county in which the GC Event is held.

DECLARATION

1) I understand that participating in the GC event is a physically challenging and potentially dangerous activity and involves the risk of serious injury and/or death.

2) I assert that I am in good health and in proper physical condition to safely participate in the GC event. I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in the GC event, or that would result in my participation creating a risk of danger to myself or to others.

EVENT RULES

Entry and Participation Agreements

Rules: I agree to become familiar with and abide by all written and/or posted rules of INTEGRATED TRAINING SW LTD, as well as all written and/or posted rules of the Venue. I further agree to comply with all directions, instructions and decisions of INTEGRATED TRAINING SW LTD and Venue 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 INTEGRATED TRAINING SW LTD at its sole discretion may delay, modify, or cancel the GC 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 INTEGRATED TRAINING SW LTD, including but not limited to: high wind, extreme rain or hail, hurricane, tornado, earthquake, flood, acts of terrorism, fire, threatened or actual strike, labour difficulty or work stoppage, insurrection, war, public disaster, and unavoidable casualty. In the event of a delay, modification, or cancellation of the GC 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 GC event.

Govern Participation: I understand that INTEGRATED TRAINING SW LTD 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 INTEGRATED TRAINING SW LTD.

Removal from Course: I understand that INTEGRATED TRAINING SW LTD and Venue

personnel may immediately cause anyone who disobeys any rules, directions, instructions, decisions, or laws, or whose behaviour 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 and donations), paid in registration for this GC event are not refundable for any reason under any circumstances, including but not limited to injury, a scheduling conflict, and/or event cancellation.

Attitude and Behaviour: I also agree to exhibit appropriate behaviour 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 GC 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 GC event. I further understand that alcohol consumption during the event is prohibited and alcohol consumption following the event is discouraged by INTEGRATED TRAINING SW LTD. I agree to take full responsibility for any decision to consume alcohol following the event.

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 any and all photographs, motion pictures, recordings, and/or likenesses of me captured during the GC event by INTEGRATED TRAINING SW LTD, its affiliated entities or contractors, and/or the media become the sole property of

INTEGRATED TRAINING SW LTD. I grant the right, permission and authority to INTEGRATED TRAINING SW LTD and its designees to use my name and any such photographs, motion pictures, recordings, and/or likenesses for any legitimate purpose, including but not limited to promoting, advertising, and marketing activities. I further understand that INTEGRATED TRAINING SW LTD and its designees have the full right to sell and/or profit from the commercial use of such photographs, motion pictures, recordings, and/or likenesses.

Minimum Age: I affirm that I have reached majority age (or will have reached that age by the date of the GC event. Majority age is 16.

Acknowledgment of waiver

Print Name –

Sign –

Date -