

PARTICIPANT LEGAL LIABILITY AGREEMENT

PARTICIPANTS: READ THIS DOCUMENT CAREFULLY BEFORE AGREEING TO ITS TERMS. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND MAY AFFECT YOUR LEGAL RIGHTS AND MAY ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

NOTE TO MINORS: IF YOU ARE UNDER THE AGE OF 18, YOU MAY ONLY PARTICIPATE IN THE BEAT GOES ON ADVENTURE RACE (THE "EVENT") IF ACCOMPANIED BY AN ADULT. YOU ALSO ACKNOWLEDGE THAT YOUR PARENT OR GUARDIAN HAS REVIEWED, UNDERSTOOD AND AGREED TO THE TERMS BELOW.

NOTE TO PARENTS/GUARDIANS OF MINORS: YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED, UNDERSTOOD AND AGREED TO THE TERMS BELOW (SUCH TERMS BEING INTERPRETED AS IF THEY APPLIED TO BOTH YOU AND YOUR MINOR CHILD/WARD) AND HAVE THE LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOUR MINOR CHILD/WARD. YOU UNDERSTAND THAT INHERENT RISKS EXIST IN THE EVENT AND HAVE MADE THE INFORMED DECISION THAT SUCH RISKS ARE ACCEPTABLE TO YOUR MINOR CHILD/WARD. YOU AGREE TO SUPERVISE AND STAY WITH THE PARTICIPATING MINOR AT ALL TIMES DURING THE EVENT, EVEN ON THE COURSE.

Released Parties include The Peyton Walker Foundation, and their respective affiliates, directors, officers, employees, agents, contractors, insurers, spectators, co-participants, equipment suppliers, and volunteers; VENUE and its officers, employees, agents, contractors, insurers, equipment suppliers, and volunteers; all Event sponsors, organizers, promoters, officials, property owners, and advertisers; governmental bodies and/or municipal agencies whose property and/or personnel are used; and any or all parent, predecessor, 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 (and/or my participating Minor Child/Ward) as well as participant's (and/or my participating Minor Child/Ward'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 Event includes activities 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, 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, encountering electric voltage, entering into cold water, and traversing muddy areas. The Event is a hazardous activity that presents the ultimate physical and mental challenge to participants.

I acknowledge that the Event is an extreme test of my (and/or my participating Minor Child/Ward's) 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 Event) regardless of the care and precautions taken by The Peyton Walker Foundation and other Released Parties). I also understand that the Event 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 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 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 behavior-related problems (e.g., erratic or inappropriate co-participant or spectator behavior, erratic or inappropriate behavior by the participant, errors in judgment by personnel working the event); 7) natural hazards (e.g. uneven terrain, rock falls, lightning strikes, earthquakes, wildlife attacks, contact with poisonous plants, marine life, ticks and untested soil/mud contaminated with bacteria or other similar hazards); and 8) disease or illness, including COVID-19 or any other disease resulting from the SARS-CoV-2 virus, due to exposure to participants or Released Parties.

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, strains, muscle tension and soreness, nausea, cuts, sunburn, abrasions, grazes, lacerations, and contusions. Serious injuries are less common, but do sometimes occur. They include but are not limited to property loss or damage, broken bones, fractures, torn or strained ligaments and tendons, concussions, exposure, dehydration, heat exhaustion and other heat-related illnesses, mental stress or exhaustion, infection, vomiting, dislocations, hyperthermia, hypothermia, anemia, electrolyte imbalance, loss of consciousness, syncope, dizziness, fainting, seizures, electric shock and/or injury, and neurological disorders/pain. Catastrophic injuries are rare; however, we feel that our participants should be aware that they could occur. 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, blood cell disorder, brain swelling, and even death.

I further understand and acknowledge that the Event may contain obstacles with electrically charged wiring which I may be exposed to during the Event. I understand and acknowledge that exposure to such electrically charged objects may directly cause or contribute to serious and permanent bodily injury. The injuries include, but are not limited to: skin irritation, electrical burns, muscle spasm, muscle contraction, single or multiple organ failure, eye injuries including cataracts and temporary or permanent blindness, cardiac arrest, amputation, heart attack, disruption of normal cardiac rhythm, bleeding, muscular swelling, decreased blood flow to extremities, loss of consciousness, coma, seizure, spinal cord injury, fracture, injury to ligaments, paralysis, stroke muscle weakness, neurological disorder, tingling sensations, infection, muscle breakdown or destruction, depression, anxiety, aggressive behavior, ulcer, pneumonia, sepsis, and even death.

I also understand that it is my responsibility to consult with my personal physician and that of any Minor Child/Ward prior to me or my Minor Child/Ward participating in the Event to ensure that such participation will not pose any unusual risks to my health and well-being.

If I believe, or become aware that any aspect of the Event is unsafe or poses unreasonable risks, I agree to immediately notify appropriate personnel and safely cease participation from the Event and exit the course. 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 (and/or my Minor Child/Ward's) equipment.

I understand fully the inherent risks of my (and/or my participating Minor Child/Ward's) participation in the Event and assert that I (and/or my participating Minor Child/Ward's) am/are willingly and voluntarily participating in the event. I have read the preceding paragraphs and acknowledge that 1) I know the nature of the Event; 2) I understand the demands of this activity relative to my (and/or my participating Minor Child/Ward's) physical condition; and 3) I appreciate the potential impact of the types of injuries that may result from the Event. I hereby assert that I knowingly assume all of the inherent risks of the activity on behalf of myself and/or on behalf of my Minor Child/Ward and take full responsibility for any and all damages, liabilities, losses, or expenses that I (and/or my participating Minor Child/Ward) may incur as a result of participating in the Event.

COVID-19 Agreement:

COVID-19: By signing this Participant Legal Liability Agreement, I acknowledge the contagious nature of the SARS-CoV-2 virus (include mutations and derivations thereof, the "novel coronavirus" or "COVID-19") and voluntarily assume the risk that I, on behalf of myself, and, if applicable, my participating Minor Child/Ward, may be exposed to or infected by the novel coronavirus by attending and/or participating in the Event, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that (i) my, and if applicable, my child/ward's attendance and/or participation in the Event involves the inherent risk of exposure to the novel coronavirus, and (ii) the risk of becoming exposed to the novel coronavirus or persons with the COVID-19 disease at the Event may result from the actions, omissions, or negligence of myself and others, including, but not limited to, other participants or any Released Party.

I knowingly and voluntarily agree to comply with and adhere to all necessary and required COVID-19-related safety and risk mitigation practices during my attendance and participation in the Event, whether communicated verbally or in writing. Such practices may include, but are not limited to: (i) recognized social distancing practices (i.e., maintaining 6 feet of space between myself and other individuals); (ii) wearing a proper face mask; (iii) washing hands and/or using hand sanitizer frequently and avoiding touching of the face, and (iv) complying with other applicable governmental regulations and safety precautions determined by The Peyton Walker Foundation. I acknowledge and agree that my, or my child/ward's, compliance with these safety and mitigation practices is not only for my own benefit but also for the benefit of other participants and the Released Parties at the Event. I voluntarily and knowingly assume the risk that I, on behalf of myself, and, if applicable, my child/ward, may be exposed to the novel coronavirus or persons with the COVID-19 disease as a result from a failure to comply with such practices.

Further, notwithstanding the foregoing, I agree that I, on behalf of myself or my child/ward, will neither attend nor participate in the Event if I or my child/ward have, in the past 14 days: (i) been tested for or have a suspected or confirmed case of COVID-19; (ii) experienced any symptoms of COVID-19

including, without limitation, fever, cough or shortness of breath; or (iii) been exposed to or in close contact with a person known to have COVID-19 (or any known symptoms thereof).

Liability Release:

In consideration of being permitted to participate in the Event, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I (on behalf of myself, my minor ward/child and the other Releasing Parties) hereby forever waive, release, covenant not to sue, and do hereby discharge The Peyton Walker Foundation and the other Released Parties from any and all claims, suits, damages, liabilities, costs, losses or expenses resulting from or arising out of the Event, the inherent risks of the Event or any of the Released Parties actions or inactions (except as the same arise from The Peyton Walker Foundation's gross negligence). In no event shall Released Parties, individually or collectively, be liable to Releasing Parties for any indirect, punitive, incidental, compensatory, exemplary, consequential, or special damages of any kind or character.

This Participant Legal Liability Agreement applies to 1) personal injury (including death) from incidents or illnesses arising from the Event participation, which includes injury during course inspection, observation, the event, medical treatment base area features and while on the premises (including, but not limited to base area, stands, sidewalks, parking areas, sponsor promotions, restrooms, first-aid tents, and dressing facilities); and 2) any and all of my claims relating to the Event, including but not limited to, damaged, lost or stolen property, and both contractual and non-contractual claims.

Indemnification Agreement:

In consideration of being permitted to participate in the 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 The Peyton Walker Foundation (and the other Released Parties) from and against any and all claims of co-participants, rescuers, and others arising from my (and/or my participating Minor Child/Ward's) conduct in the course of my (and/or my participating Minor Child/Ward's) participation in the 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 Event.

Other Agreements:

Venue and Jurisdiction: If, despite the overriding Mediation and Arbitration provision I agree to below, legal action proceeds in a court of law, the local, state or federal courts having original jurisdiction over matters arising in York County, Pennsylvania has the exclusive jurisdiction and that only the substantive laws of Pennsylvania, without giving effect to any conflicts of laws provisions thereof, shall apply.

Severability: I understand and agree that this Participant Legal Liability Agreement is intended to be as broad and inclusive as is permitted by law in the Commonwealth of Pennsylvania 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; provided that if any provision relating to the Participant's release or indemnification of the Released Parties is found to be unlawful, void or for any reason unenforceable, the parties authorize and request the applicable court to revise this Agreement such that the Released Parties are entitled to the greatest protections permitted by applicable law.

Integration: I affirm that this agreement supersedes any and all previous oral or written promises or agreements. I understand that this (together with the Publicity and Photo Release) is the entire Agreement between me and The Peyton Walker Foundation and cannot be modified or changed in any way by representations or statements by any agent or employee of The Peyton Walker Foundation or of any other Released Parties. This Agreement may only be amended by a written document duly executed by all parties.

Mediation and Arbitration: In the event of a legal issue, I agree to engage in good faith efforts to mediate any dispute that might arise. Any agreement reached will be formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims arising out of my (and/or my participating Minor Child/Ward's) participation in the Event shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect. The cost of such action shall be shared equally by the parties. I further acknowledge and agree that any question, issue, or dispute as to the arbitrability of any dispute, controversy, or claim arising out of my participation in the Event, will be submitted to an arbitrator in accordance with the applicable rules of the American Arbitration Association then in effect. The Arbitration Rules of the American Arbitration Association are available on-line at www.adr.org.

Class Actions: I agree that any arbitration, mediation or legal action shall proceed solely on an individual basis without the right for any claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. Claims may not be joined or consolidated unless agreed to in writing by all parties.

Agreements for the Protection of Participants:

- I represent and warrant that I (and/or my participating Minor Child/Ward) am/are in good health and in proper physical condition to safely participate in the Event. I certify that I (and/or my participating Minor Child/Ward) have no known or knowable physical or mental conditions that would affect my/our ability to safely participate in the Event, or that would result in my/our participation creating a risk of danger to myself (and/or my participating Minor Child/Ward) or to others.
- I represent and warrant that I (and/or my participating Minor Child/Ward) am/are in full command of my/our faculties and am/are not under the influence of alcohol or drugs and agree not to participate in a The Event while under the influence of alcohol and/or drugs.
- I acknowledge that The Peyton Walker Foundation recommends and encourages each participant to get medical clearance from his/her personal physician prior to participation. I assert that I (and/or my participating Minor Child/Ward) have not been advised or cautioned against participating by a medical practitioner. I understand that it is my responsibility to continuously monitor my own (and/or my participating Minor Child/Ward's) physical and mental condition during the Event, and I agree to withdraw immediately and notify appropriate personnel if at any point my/our continued participation would create a risk of danger to myself (and/or my participating Minor Child/Ward) or to others.
- I represent and warrant that I (and/or my participating Minor Child/Ward) am/are covered by medical insurance.
- In the event of an injury to me (and/or my participating Minor Child/Ward) that renders me (and/or my participating Minor Child/Ward) unconscious or incapable of making a medical decision, I authorize appropriate emergency medical personnel at the event to make emergency

medical decisions on my (and/or my participating Minor Child/Ward's) behalf (including, but not limited to CPR and AED). I understand that it is my sole responsibility to seek medical care should I experience any unusual physical symptoms, pain or discomfort of any kind following my participation in The Event.

- I authorize The Peyton Walker Foundation to secure emergency medical care or transportation (i.e., EMS) when deemed necessary by The Peyton Walker Foundation I agree to assume all costs of medical care and transportation.

Entry and Participation Agreements:

Rules: I agree to become familiar with and abide by all written and/or posted rules of The Peyton Walker Foundation, as well as all written and/or posted rules of the Venue. I further agree to comply with all directions, instructions and decisions of The Peyton Walker Foundation and Venue personnel. I further agree not to challenge these rules, directions, instructions, or decisions on any basis at any time.

Delay or Cancellation: I acknowledge that The Peyton Walker Foundation at its sole discretion may delay, modify, or cancel the Event. In the event of a delay, modification, or cancellation of the Event, I understand that I will not be entitled to a refund of my entry fee or any other costs incurred in connection with the Event. I further understand and agree that the terms of this waiver shall apply to any newly rescheduled date or location.

Govern Participation: I understand that The Peyton Walker Foundation has the authority to issue instructions or directions relating to the manner of my (and/or my participating Minor Child/Ward's) safe participation in the Course or Related Activities and the authority to halt my (and/or my participating Minor Child/Ward's) participation in the Event or any other activities at the Venue at any time they deem it necessary to protect the safety of participants, spectators, and personnel; and/or promote fairness and the spirit of the Event.

Removal from Course: I understand that The Peyton Walker Foundation 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, and donations), paid in registration for this The 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 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 understand that the consumption of any alcohol and any illicit or illegal drugs or substances during the Event is strictly prohibited. The consumption or possession of any illicit or illegal drugs or substances before or outside alcohol, during, and after the Event is strictly prohibited. I agree to take full responsibility for any alcohol consumption at the Event.

Acknowledgment of Understanding: I have read this Participant Legal Liability Agreement, and fully understand its terms. I understand that I (and/or my participating Minor Child/Ward) am/are giving up substantial rights, including my/our right to sue. I further acknowledge that I (and/or my participating Minor Child/Ward) am/are freely and voluntarily accepting the terms of the agreement and participating in the Event, and intend my electronic signature to be a complete and unconditional release of liability of The Peyton Walker Foundation (and other Released Parties) or the inherent risks of the activity, to the greatest extent allowed by law in Pennsylvania.

IF I AM A PARENT OR GUARDIAN OF A PARTICIPANT UNDER THE AGE OF 18 WHO IS PARTICIPATING IN THE EVENT, I HEREBY GIVE MY APPROVAL FOR MINOR CHILD/WARD'S PARTICIPATION IN THE EVENT, REPRESENT THAT THE MINOR CHILD/WARD IS IN GOOD PHYSICAL CONDITION AND ACKNOWLEDGE THAT I HAVE REVIEWED UNDERSTOOD AND AGREE TO THE TERMS HEREIN (SUCH TERMS BEING INTERPRETED AS IF THEY APPLIED TO BOTH ME AND THE MINOR CHILD/WARD) AND HAVE THE LEGAL AUTHORITY TO ENTER INTO THIS PARTICIPANT LEGAL LIABILITY AGREEMENT ON BEHALF OF THE MINOR CHILD/WARD

Publicity and Photo Release. Participant (on its own behalf and/or on behalf of its Minor Child/Ward) grants to The Peyton Walker Foundation and its affiliates, licensees, successors and assigns the right to use Participant's (and/or its Minor/Child/Ward's) name, image, likeness and biographical information in connection with the Event, including to advertise and promote the same or any of The Peyton Walker Foundation's or its affiliates' other events, products or services.

Participant agrees it understands that any and all photographs, motion pictures, recordings, and/or likenesses of Participant (and/or Participant's Minor Child/Ward) captured during the Event by The Peyton Walker Foundation, their affiliated entities or contractors, and/or the media become the sole property of The Peyton Walker Foundation. I grant the right, permission and authority to The Peyton Walker Foundation and their respective designees to use my (and/or my participating Minor Child/Ward's) 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 The Peyton Walker Foundation and their respective designees have the full right to sell and/or profit from the commercial use of such photographs, motion pictures, recordings, and/or likenesses.