

All noted areas must be initialed or signed as indicated before participating in the event.

RUMBLE IN THE JUNGLE PARTICIPANT
Beaver Falls Youth Network d/b/a Tiger Pause Youth Ministry

Entry and Participation Agreements

Rules: I agree to become familiar with and abide by all written and/or posted rules of TIGER PAUSE YOUTH MINISTRY as well as all written and/or posted rules of the Venue. I further agree to comply with all directions, instructions and decisions of TIGER PAUSE YOUTH MINISTRY 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 TIGER PAUSE YOUTH MINISTRY at its sole discretion may delay, modify, or cancel the RITJ 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 TIGER PAUSE YOUTH MINISTRY, including but not limited to: high wind, extreme rain or hail, hurricane, tornado, earthquake, flood, acts of terrorism, fire, threatened or actual strike, labor difficulty or work stoppage, insurrection, war, public disaster, and unavoidable casualty. In the event of a delay, modification, or cancellation of the RITJ event as described in this paragraph, I understand that I will not be entitled to any refund of my entry fee or any other costs incurred in connection with the RITJ event.

Govern Participation: I understand that TIGER PAUSE YOUTH MINISTRY 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 TIGER PAUSE YOUTH MINISTRY.

Removal from Course: I understand that TIGER PAUSE YOUTH MINISTRY 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 donations), paid in registration for this RITJ 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 also 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 and Drugs: I certify that I am not, and on the date of the RITJ 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 RITJ event. I further, understand that alcohol consumption prior, during and following the event is discouraged by TIGER PAUSE YOUTH MINISTRY 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 provided restrooms; 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 TIGER PAUSE YOUTH MINISTRY, any and all photographs, motion pictures, recordings, and/or likenesses of me captured during the RITJ event by TIGER PAUSE YOUTH MINISTRY, its affiliated entities or contactors, and/or the media become the sole property of TIGER PAUSE YOUTH MINISTRY. I grant the right, permission and authority to TIGER PAUSE YOUTH MINISTRY to use and license others to use my name and any such photographs, motion pictures, recordings, and/or likenesses (the "Recordings") in any manner TIGER PAUSE YOUTH MINISTRY 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 TIGER PAUSE YOUTH MINISTRY, 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 TIGER PAUSE YOUTH MINISTRY, 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 RITJ event, the Recordings, and/or my decision to participate in the RITJ 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 and heirs.

Majority Age: I affirm that I have reached majority age (or will have reached that age by the date of the RITJ event. Majority age is 18 in all states except Alabama (age 19), Nebraska (age 19), and Mississippi (age 21). If not, parent must agree to all the above for the minor and sign below acknowledging consent of risk and waive liability. Additionally, parents must initial all necessary items following.

Signature of Participant

Date

Signature of Parent

Date

ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

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

Parties

Released Parties include Beaver Falls Youth Network d/b/a/ Tiger Pause Youth Ministry and its directors, officers, board members, employees, agents, contractors, insurers, spectators, equipment suppliers, and volunteers; all RUMBLE IN THE JUNGLE events sponsors, organizers, promoters, directors, officials, property owners, and advertisers; governmental bodies and 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.

Initial - Assumption of Inherent Risks

The Rumble in the Jungle event (hereafter referred to as the **RITJ event**) is meant to be an extreme test of toughness, strength, stamina, camaraderie, and mental grit that takes place in one day. It is not a race of speed alone but also stamina and strength. The object is to complete the course as many times as possible in a 25 minute period. Venues are a part of the challenge and involve hostile environments that might include extreme cold, mud, climbing, and water hazards. Some of the activities include runs, military style obstacles, going through pipes, climbing walls and hay, military crawls under barbed wire and through mud, swimming in cold water, carrying heavy objects, and traversing muddy areas along with physical endurance tests of sit-ups, push-ups, and pull-ups. In summation, the RITJ event is a hazardous activity that presents extreme physical and mental challenge to participants.

I acknowledge that the RITJ 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 nature of the RITJ event) regardless of the care and precautions taken by **Tiger Pause Youth Ministry (hereafter used when referring to the whole entity of Beaver Falls Youth Network 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 RITJ event may occur during inclement weather or 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 first aid and/or emergency measures; and 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).

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 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 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 INVOLVED IN THE RITJ 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 RITJ 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 RITJ 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 INCUR AS A RESULT OF PARTICIPATING IN THE RITJ EVENT.**

Initial – Waiver of Liability for Ordinary Negligence

In consideration of being permitted to participate in the RITJ event, I **(on behalf of the Releasing Parties) HEREBY FOREVER WAIVE, RELEASE, COVENANT NOT TO SUE, AND DISCHARGE BEAVER FALLS YOUTH NETWORK d/b/a TIGER PAUSE YOUTH MINISTRY AND THE OTHER RELEASED PARTIES FROM ANY AND ALL CLAIMS RESULTING FROM THE INHERENT RISKS OF THE RITJ EVENT OR THE ORDINARY NEGLIGENCE OF BEAVER FALLS YOUTH NETWORK d/b/a TIGER PAUSE YOUTH MINISTRY (OR OTHER RELEASED PARTIES) THAT I MAY HAVE ARISING OUT OF MY PARTICIPATION IN THE RITJ EVENT.**

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

Initial – Indemnification Agreement

I hereby agree to hold harmless, defend, and indemnify (defend and pay any judgment, court costs, investigation costs, attorney’s fees, and any other expenses incurred that relate to a breach of this contract) **BEAVER FALLS YOUTH NETWORK d/b/a TIGER PAUSE YOUTH MINISTRY (and the other Released Parties) from any and all claims made by me (or any Releasing Party) arising from injury or loss due to my participation in the RITJ event.** This applies both to claims arising from the **inherent risks** of the RITJ event or the **ordinary negligence** of BEAVER FALLS YOUTH NETWORK d/b/a TIGER PAUSE YOUTH MINISTRY (or any Released Parties).

I further agree to hold harmless, defend, and indemnify (defend and pay judgment, court costs, investigation costs, attorney’s fees, and any other expenses incurred that relate to a breach of this contract) **BEAVER FALLS YOUTH NETWORK d/b/a TIGER PAUSE YOUTH MINISTRY (and the other Released Parties) against any and all claims of co-participants, rescuers, and others arising from my conduct** in the course of my participation in the RITJ event.

Initial – Other Agreements

Venue and Jurisdiction:

I understand that if legal action is brought, the appropriate state or federal trial court for the county of Beaver in the State of Pennsylvania has the **sole and exclusive jurisdiction** and that **only the substantive laws of the State of Pennsylvania** shall apply.

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 State 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.

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 me and BEAVER FALLS YOUTH NETWORK d/b/a TIGER PAUSE YOUTH MINISTRY and **cannot be modified or** changed in any way by representations or statements by any agent or employee of TIGER PAUSE YOUTH MINISTRY. 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 participation in the RITJ 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.

Initial – Agreements for the Protection of Participants:

- I assert that I am **in good health** and in proper physical condition to safely participate in the RITJ event. I certify that I have **no known or knowable physical or mental conditions** that would affect my ability to safely participate in the RITJ event, or that would result in my participation creating a risk of danger to myself or to others.
- I acknowledge that TIGER PAUSE YOUTH MINISTRY 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 to notify appropriate personnel if at any point my continued participation would create a risk of danger to myself or to others.
- I attest 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 authorize appropriate TIGER PAUSE YOUTH MINISTRY 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 TIGER PAUSE YOUTH MINISTRY to **secure emergency medical care or transportation** (i.e., EMS) when deemed necessary by TIGER PAUSE YOUTH MINISTRY.
- I agree to **assume all costs** of emergency medical care and transportation.
- I acknowledge that TIGER PAUSE YOUTH MINISTRY has instituted its **rules for 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 TIGER PAUSE YOUTH MINISTRY 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.

Acknowledgement and 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 signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability due to ORDINARY NEGLIGENCE of BEAVER FALLS YOUTH NETWORK d/b/a TIGER PAUSE YOUTH MINISTRY (and the other Released Parties) or the INHERENT RISKS of the activity, to the greatest extent allowed by law in the State of Pennsylvania.

Signature of Participant or Parent of Minor Participant

Date

Name (Printed Legibly)