

COMMANDO SERIES TERMS AND CONDITIONS

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

These Conditions shall apply in place of and prevail over any terms or conditions (whether or not in conflict or inconsistent with these Conditions) contained or referred to in any documentation submitted by the Participant or in correspondence or elsewhere or implied by trade custom, practice or course of dealing. A variation of these Conditions is only valid if the Event Organiser gives notice to the Participant in writing in any official Event material or correspondence prior to the Event (including via email or other electronic means). The Participant shall be deemed to have accepted these Conditions upon completion of the Entry Form or in the case of Charity Participants, by completion of entry forms provided by their designated Charity. All references to Participants shall include Charity Participants unless expressly stated otherwise.

Initial Warning of Assumption of Inherent Risks: The Commando 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, 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 or getting hit with heavy objects, and traversing muddy areas. In summation, the Commando event is a hazardous activity that presents the ultimate physical and mental challenge to participants.

I acknowledge that the Commando 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 Commando event) regardless of the care and precautions taken by Matrix Events Ltd. and the other Released Parties. I also understand that the Commando event is extremely strenuous and further acknowledge the accompanying risks and dangers generally present in such activities. I understand that these hazards may be magnified due to the fact that the Commando 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 smoke, pipes and natural obstacles); 3) 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; 6) judgment- and/or behaviour-related problems (e.g., erratic or inappropriate co-participant or spectator behaviour, erratic or inappropriate behaviour by the participant, 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, 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, anaemia, 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 of the possibility. 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.

By participating in the event, I accept full and sole responsibility for the condition and adequacy of my equipment.

I understand fully the inherent risks involved in the Commando 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 Commando 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 Commando 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 Commando event. In short, I acknowledge that I am participating in the Commando Event entirely at my own risk.

Initial Indemnification Agreement: To the extent permitted by law, I hereby agree to hold harmless, defend, and indemnify (which for the avoidance of doubt includes defending and paying any judgment, court costs, investigation costs, attorney's fees, and any other expenses incurred that relate to a breach of this contract) Matrix Events Ltd. (and the other Released Parties) from any and all claims made by me (or any Releasing Party) arising from death, physical or mental injury (including the aggravation, acceleration or occurrence of such an injury), the contraction, aggravation or acceleration of a disease or the coming into existence, the aggravation, acceleration or occurrence of any other condition, circumstance, occurrence, activity, form of behaviour, course of conduct or state of affairs in relation to an individual that is or may be harmful or disadvantageous to me or the community or that may result in harm or disadvantage to me or the community due to my participation in the Commando event. This applies both to claims arising from the inherent risks of the Commando event or the ordinary negligence of Commando (or any Released Parties). I further agree to hold harmless, defend, and indemnify (which for the avoidance of doubt includes defending and paying any judgment, court costs, investigation costs, attorney's fees, and any other expenses incurred that relate to a breach of this contract) Matrix Events Ltd. (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 Commando event.

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 or Territory in which the Commando 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. Furthermore, notwithstanding anything to the contrary contained within this Agreement, this Agreement will not be read or applied so as to purport to exclude, restrict or modify or have the effect of excluding, restricting or modifying the application in relation to the supply of any services pursuant to this Agreement of any provision of any Act of the law of the United Kingdom

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 Matrix Events Ltd. and cannot be modified or changed in any way by representations or statements by any agent or employee of Matrix Events Ltd. 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 formalised by a written contractual agreement at that time. Should the issue not be resolved by mediation or otherwise unresolved within sixty (60) days of Matrix Events Ltd. being notified by you of such issue, I agree that all disputes, controversies, or claims arising out of my participation in the Commando event shall be submitted to binding arbitration in accordance with the applicable rules. The language of the arbitration shall be English and the number of arbitrators shall be one (1). The cost of such action shall be shared equally by the parties.

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. .

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 Commando event. I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in the Commando event, or that would result in my participation creating a risk of danger to myself or to others.
- I acknowledge that Matrix Events 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 to 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 authorise appropriate 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 authorise Matrix Events Ltd. to secure emergency medical care or transportation, when deemed necessary by Matrix Events Ltd.
- I agree to assume all costs of emergency medical care and transportation.
- I acknowledge that Commando 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 Matrix Events 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.

Entry and Participation Agreements

Registration: I understand that my place in the event may not be transferred to another person. Event places are limited and payment of the event fee and reservation of the event place has an effect on logistics and the subscription for the event. If I need to withdraw from the event 60 days or more before the event is scheduled to take place, I understand I will not receive a refund. However upon my written request, Matrix Events Ltd will put the value of the race price I paid, towards the event the following year, provided such event takes place. I understand there may be an additional sum to be paid if race prices increase. If I accept this option to defer my entry, I must notify the Event Organiser of my intent to take up the deferred place and I must complete the online entry form no later than 30 days prior to the following year's event to secure my place. I understand I shall only be entitled to defer my entry once. If I need to withdraw from the event 59 days or less, I understand that I will not be entitled to a deferred entry and will not receive a refund for my race place.

Administration Fee: I understand that Matrix Events Ltd will charge a £10 administration fee for any amendments to my booking.

Rules: I agree to become familiar with and abide by all written and/or posted rules of Matrix Events Ltd.. ("Commando"), as well as all written and/or posted rules of the Venue. I further agree to comply with all directions, instructions and decisions of Matrix Events 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 Matrix Events Ltd. at its sole discretion may delay, modify, or cancel the Commando 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 Matrix Events 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 Commando 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 Commando event.

Govern Participation: I understand that Matrix Events 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 Commando.

Removal from Course: I understand that Matrix Events 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, spectator tickets, and donations), paid in registration for this Commando 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 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 Commando event will not be, under the influence of alcohol or any non-prescription drugs that would in any way impair my ability to safely participate in the Commando event. I further understand that the consumption any alcohol and any illicit or illegal drugs or substances during the event is strictly prohibited. Matrix Events Ltd. will only allow the responsible consumption of alcohol after the Commando event. The consumption of any illicit or illegal drugs or substances before, during, and after the Commando event is strictly prohibited. I agree to take full responsibility for any alcohol consumption at 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 Commando event by Matrix Events Ltd., its affiliated entities or contractors, and/or the media become the sole property of Matrix Events Ltd. I am aware that Matrix Events Ltd may make use of drones for the production of aerial video and photography. I acknowledges that the drones may fly within less than 30m of me during, or after the event and, by agreeing to these Terms and Conditions, I authorise this use by Matrix Events Ltd and or their subcontractors. I grant the right, permission and authority to Matrix Events 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 Matrix Events 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.

Acknowledgment of Understanding: I have read this Assumption of Risk, Waiver of Liability, and Indemnification Agreement and fully understand its terms. I confirm that I am of minimum age to take part (16 years old) or am 8-15 years old participating with parental consent. 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 Matrix Events Ltd. (and other Released Parties) or the inherent risks of the activity,

to the greatest extent allowed by the laws in force of the United Kingdom in which the Commando event is held.

Participant Name:.....

Signed.....
(Parent/Guardian if under 16)

Date.....