

**PRIMAL QUEST BADLANDS PRESENTED BY SPOT
PARTICIPANT/COMPETITOR/VOLUNTEER**

**RELEASE AND WAIVER OF LIABILITY, AGREEMENT NOT TO SUE, INDEMNIFICATION AND
HOLD HARMLESS AGREEMENT, AND PUBLICITY RELEASE**

I UNDERSTAND THIS IS AN IMPORTANT LEGAL DOCUMENT RELATED TO MY PARTICIPATION AND/OR COMPETITION IN AN ATHLETIC ENDURANCE COMPETITION, AND BY SIGNING THIS DOCUMENT I AM WAIVING LEGAL RIGHTS I MAY HAVE AGAINST THE ORGANIZER OF THE EVENT, EVENT SPONSORS AND OTHER RELATED PARTIES. I HEREBY VERIFY THE STATEMENTS MADE HEREIN BY PLACING MY INITIALS IN THE SPACES PROVIDED.

I have voluntarily applied to support, participate and/or compete in an athletic endurance competition organized by Don Mann Enterprises, Inc., (licensee of Primal Quest, LLC) operating under the name "Primal Quest", and its licensor, agents, employees, officers, directors, representatives and affiliates (hereinafter collectively referred to as "Organizer" or "Primal Quest") to be held from August 10, 2009 through August 24, 2009 in remote and rugged areas located in the United States (the "Event"). I understand the event is an endurance race involving but not limited to: hiking, mountaineering, fixed ropes (ascending, descending, traversing), rock climbing, kayaking, river boarding, trekking, mountain biking, spelunking in an attempt to cover a distance of 400 or more miles, as quickly as possible, over the period of the competition. I understand the race will be non-stop, 24 hours a day, day-after-day, for anywhere from 5 - 10 days. The Event also includes several hundred miles of travel to and from the site of the Event and pre- and post- Event activities. I also understand, as a participant, that the event is remote and isolated, therefore, participants must be self sufficient. As such, I understand that I will be responsible for my own safety and self-rescue. In addition, I understand that in participating in the event, I could get lost for days in rugged terrain and have prepared myself accordingly. Additionally, I accept responsibility for payment for all expenses related to my rescue including helicopters, local rescue personnel, and any and all associated medical/rescue costs.

INITIAL HERE

I am familiar with "Primal Quest" expedition adventure racing events and the risks inherent therein. I represent that I am highly proficient in each of the activities set forth in the preceding paragraph, which pertain to my role in this event, and regularly participate therein, and I am therefore familiar with the varied risks attendant to each of the activities. I acknowledge that my participation in the event will be an extreme test of my physical and mental limits and carries with it the potential for death, serious physical injury, illness and property loss.

INITIAL HERE

I understand most of the race is in remote and often inaccessible areas. I understand the Organizer has chosen the location of the race route and the race activities because of their inherent interest and physical challenge. Accidents or illness may occur in remote places without immediate appropriate medical or emergency help and may be aggravated by exposure to temperature extremes or inclement weather. I understand such conditions may impair or prevent the timely rescue of race participants/volunteers and may aggravate my injuries or illness. I acknowledge I always have the option to discontinue my participation in the event and to withdraw from the competition at any time, subject to the time it could take to rescue or assist me if I withdraw while in a remote or treacherous location.

INITIAL HERE

I understand most of the race route is across inherently dangerous and steep terrain, which will expose me and other competing participants/volunteers to a variety of unmarked and uncontrolled hazards and conditions that may cause me serious bodily injury, illness or death, including by way of example but not limited to: general exposure to extremes of temperature; water hazards; flash floods; drowning; injury from steep, slippery or otherwise treacherous terrain; collision with objects, including those submerged below water; injuries arising from equipment failure or defect; falls from heights, objects and/or equipment; falling rocks and objects; canyons; cliffs; encounters with animals including poisonous snakes, bears, moose, buffalo, prairie dogs and mountain lions; collision with other participants, spectators and others; loss of orientation (getting lost) in remote areas; exhaustion, dehydration, fatigue, over-exertion and sun or heat stroke; motor vehicle accidents, and risks arising from evacuation and rescue activities in remote areas. I acknowledge the foregoing is not an exhaustive list of the risks, hazards and dangers I will be exposed to as a result of the Event activities, and I voluntarily and freely accept these and all such other risks, hazards and dangers I may encounter or be exposed to.

INITIAL HERE

I understand the Organizer, directly and/or through independent contractors, will provide various services and equipment in connection with the Event and the Production. These services and equipment may include, but are not limited to: operation and management of the route, check points, transition areas and aid stations; transportation to, from and about the site of the Event; furnishing equipment and outfitting for race events, including boats and ropes; the supervision of other race activities; emergency and rescue equipment and services; and medical and first aid services. I acknowledge that neither the Organizer, nor any such contractor, has made any warranties whatsoever in respect to equipment or services furnished by them or either of them for the Event or otherwise used by any participants, and that there are no warranties of any kind from anyone regarding the equipment's fitness or services or suitability for use for any purpose in connection with the Event. I hereby waive any right I might otherwise have to warnings or instructions regarding any aspect of the Event or the equipment or services utilized in connection therewith.

INITIAL HERE

Various advertisers and media crews will provide coverage of the Event. Some of the coverage may include aerial photography from helicopters, ground film crews and print reporting which may interfere with or cause risks to participants. Various governmental agencies (federal, state and local) have given permits to the Organizer allowing the Event to be conducted on public lands managed by the agencies. The agencies may have observers stationed along the route of the Event who may interfere with or pose risks to the participants. These agencies may also participate in rescuing or furnishing emergency services to participants. Spectators and other users of public lands where the Event will be held may interfere with or pose risks to participants.

INITIAL HERE

I understand that the use of banned substances by any participant is forbidden, and that the race producers reserve the right to conduct random urine and blood testing for the purpose of detecting banned substances. I understand that my failure to comply with this testing will result in automatic disqualification from the event.

INITIAL HERE

I acknowledge that no representations or warranties of any kind whatsoever have been made to me by organizer regarding my qualifications or ability to participate in the event, or regarding any of the equipment or services to be used in the competition by me or other participants and that I will use the equipment or services entirely at my own risk.

INITIAL HERE

I hereby agree that I, my agents, heirs, next of kin, spouse, children distributees, guardians, legal representatives, executors, administrators, successors and assigns will not sue, claim against, attach the property of or prosecute the Organizer, its licensor, its contractors, property owners or any governmental agencies, or any of their agents, employees, partners, officers directors, shareholders, contractors, members, successors, assigns, parent or subsidiary entities, representatives, or any of the presiding entities for any injury to me or my property, or my death, howsoever caused, and regardless of whether caused, directly or indirectly, by their negligence, gross negligence or any other acts, by any defect in and/or failure of equipment, warnings or instructions, and by or resulting or arising out of or in connection with my participation in the event and/or production and/or activities associated with the event and/or production.

In addition, I hereby agree that I, my heirs, agents, next of kin, spouse, children distributees, guardians, legal representations, executors, administrators, successors and assigns unconditionally release and forever discharge each of the Organizer, its licensor, contractors, property owners and any governmental agencies, and their respective directors, officers, employees, agents, contractors, partners, shareholders, successors, assigns, parent or subsidiary entities, representatives, members, or affiliates from any and all actions, liabilities, damages, losses, costs, expenses, claims or demands (including without limitation those based on negligence, gross negligence and/or products liability, breach of contract, or breach of any statutory or other duty of care owed under applicable laws or any other legal theory) that I, my heirs, agents, next of kin, spouse, children, distributees, guardians, legal representatives, executors, administrators, successors and assigns now have or may hereafter have for any injury to me or my property, or my death, resulting directly or indirectly from my participation in the event or activities associated with the event.

INITIAL HERE

I agree to defend, indemnify and hold harmless each of the Organizer, its licensor, its contractors, property owners and any governmental agencies, and their respective directors, officers, employees, agents, contractors, partners, shareholders, successors, assigns, parent or subsidiary entities, representatives, members, or affiliates of and from any and all claims, demands, actions, losses, damages, costs and attorney's fees, by whomever asserted, arising out of or in connection with my participation in the event including without limitation any injury, loss or death I may suffer there from.

INITIAL HERE

Publicity release and waiver

I hereby and voluntarily consent to allow the Organizer and **any and all** of its affiliates, sponsors, and contractors to use my name, voice, signature, photograph or likeness (the "publicity rights") in any form or by any means, including, without limitation, in a television broadcast, for the purpose of advertising, covering or promoting Primal Quest competitions or events.

INITIAL HERE

