

MuckRuckus MS RELEASE AND WAIVER OF LIABILITY

For consideration of participation in the MuckRuckus MS event to be held on August 18, 2012, I waive and release the National Multiple Sclerosis Society ("NMSS"), its chapters, directors, officers, administrators, representatives and executors, past and present employees, volunteers, agents, supervisors, participants, all city and state governments, assigns, all sponsors, their representatives and successors, Event 360, Inc. and other persons (collectively, the "Releasees"), from any and all claims, liabilities, or causes of action arising out of an injury to me (or my child) and from any and all claims, liabilities, or causes of action arising from my (or my child's) participation or attendance in this event.

Inherent and Potential Risks

I understand that MuckRuckus MS involves strenuous physical activity associated with a five-mile obstacle course run. I am aware that the course features natural obstacles containing mud and water and man-made obstacles all of which may require me to climb, crawl, jump, hike, and swim and traverse man-made structures and uneven and rough terrain. The nature of the course and the physical requirements involved may present an added risk of injury during this event in addition to any risk of injury associated with the completion of a five-mile course. I understand that physical activity, by its very nature, carries with it certain inherent risks. I assume all risks associated with participating in MuckRuckus MS relating to the risk of strenuous physical activity associated with participating in MuckRuckus MS, collisions with other participants, or falling. I acknowledge that I (or my child) may incur minor injuries, major injuries, and catastrophic injuries including paralysis and death. I assume all risks from contact with other participants and volunteers, traversing all obstacles, falling, drowning, landing in a hazardous fashion, negligent or wanton acts of other participants and volunteers, any defects of conditions of premises, failure of participants and non-participants to observe obstacle guidelines, and the effects of weather including high heat, thunderstorms, lightning, precipitation, cold temperatures, high winds, and/or humidity. I understand, agree, and accept that some of the obstacles I (or my child) may go through or contain water that has not been tested for chemicals, disease, or other contamination. I agree not to dive head first into a mud pit.

I agree to dress myself (or my child) appropriately as to mitigate risk of physical injury to myself (or my child) including, but not limited to: wearing shoes appropriate for strenuous physical activity involved in MuckRuckus MS; and dressing in conjunction with the weather.

I agree that the Releasees are not responsible for any personal items or property lost or stolen before, during, or after MuckRuckus MS.

Medical Evaluation

I attest that I (or my child) am medically and physically able and have sufficiently trained for the completion of this event and a licensed medical doctor has verified my physical condition granting me clearance to participate. If I experience any doubt as to my (or my child's) ability to successfully and safely participate in and complete MuckRuckus MS, I take full responsibility for consulting a physician. I attest that, if I (or my child) am pregnant, disabled in any way, or have recently suffered an illness, injury, or impairment, I (or my child) should have or did consult a physician prior to participating in MuckRuckus MS.

I consent to emergency medical care and transportation in the event of injury to me (or my child) as medical professionals may deem appropriate. This Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency, including, but not limited to, negligent emergency rescue operations.

Voluntary Participation

I am fully aware of the risks connected with participation in MuckRuckus MS, whether specifically listed in this Release or not, and I voluntarily elect to participate in MuckRuckus MS knowing that this participation involves these risks. I understand that my participation in MuckRuckus MS accompanies a minimum fundraising obligation for the benefit of NMSS.

Assumption of Risk, Waiver of Liability, Release, and Covenant Not To Sue

In consideration for being permitted to participate in MuckRuckus MS, I voluntarily agree for myself, my family, heirs, assigns, executors, and administrators to the following:

1. **TO ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, OR PERSONAL INJURY, INCLUDING DEATH** that may be sustained by me (or my child), or any loss or damage to property owned by me (or my child), as a result of participating in MuckRuckus MS.
2. **TO RELEASE, WAIVE, HOLD HARMLESS, DISCHARGE, AND COVENANT NOT TO SUE** the Releasees from any and all liability, claims, actions, demands, expenses, attorney fees, breach of contract actions, breach of statutory duty or other duty of care, warranty, strict liability actions, and causes of action whatsoever, that I might have or may acquire in the future, arising out of or related to any loss, damage, or injury, including death, that may be sustained by me (or my child), or to any property belonging to me (or my child), while participating in MuckRuckus MS including, but not

limited to, any claim that the act or omission complained of **was in whole or in part by the negligence or carelessness of the Releasees.**

Acknowledgment and Compliance with Rules

I agree to observe all rules and safety procedures that accompany MuckRuckus MS and to abide by any decision of an event official relative to my (or my child's) ability to safely compete in the event. I agree to exhibit appropriate behavior at all times and to obey all laws. NMSS, Event 360, Inc., and event officials may dismiss me (or my child), without refund, should my (or my child's) behavior endanger the safety of or negatively affect an event, person, facility, or property of any kind.

Severability

I agree that if any portion of this Release is deemed to be invalid, the remainder of the Release will still be binding and enforceable.

Photography Release

I hereby grant full permission to NMSS and Event 360, Inc. to use, reuse, reproduce, publish, or republish any photographs, motion pictures, recordings, or any other record of my participation in this event, in any medium now known or hereafter developed, alone or in conjunction with other material, without restriction as to changes or alterations, as well as to use my name, voice, likeness, and/or other indicia of identity, for editorial, educational, promotional, advertising, and commercial purposes, including without limitation in connection with the solicitation of contributions and the furtherance of the corporate objectives of NMSS and Event 360, Inc. Further, I relinquish all rights, title, and interest in any and all photographs, motion pictures, recordings, or other records of MuckRuckus MS I may take or capture to NMSS.

I acknowledge and represent that I have carefully read and understand all terms of this Release and Waiver of Liability.

Full Name: _____

Signature: _____

Date: _____

ONLY COMPLETE BELOW SECTION IF YOU ARE A PARENT OR GUARDIAN OF A PARTICIPANT UNDER THE AGE OF 18:

I attest that I am in fact the parent or legal guardian of the above-named participant. I hereby give my approval to this child's participation in MuckRuckus MS. I assume all risks and hazards incidental to such participation, and I hereby waive, release, absolve, indemnify, and agree to hold harmless Releasees for any claim arising or of an injury to my child and from any and all liability, claims, actions, demands, expenses, attorney fees, breach of contract actions, breach of statutory duty or other duty of care, warranty, strict liability actions, and causes of action whatsoever arising out of or connected with my child's participation in MuckRuckus MS. I consent to the foregoing and grant permission for my child to participate in MuckRuckus MS. I attest that my child, the above-named participant, is a minimum of twelve (12) years of age as of the date of MuckRuckus MS, and that my child will be supervised by an attending adult eighteen (18) years of age or older throughout his or her participation in MuckRuckus MS.

I acknowledge I have carefully read, accept, and agree to the terms on this Release, and know and understand their contents and I sign the same on my/our own free act and deed.

Child's Full Name: _____

Parent/Guardian's Full Name: _____

Parent/Guardian's Signature: _____

Date: _____