



EVENT RULES & TERMS AND CONDITIONS

Health and Safety

The event sessions may take place over irregular and soft ground, as well as debris, wet and loose areas. We cannot be held liable for any injuries sustained due to the environment, as these areas are open to the public. Any debris, which is unknowingly hidden, which may cause harm, in these circumstances Mud-Fit/Evolution Fitness Professionals Ltd and its coaches/trainers cannot be held liable for any injuries incurred as we do not have control of safety on property that has full public access. We urge you while training to be vigilant on hand, feet and body placement. Light conditions may or may not hinder training but can cause an added health and safety risk. Every effort has been taken to risk assess the problems ahead of the session, but we would like you to take the proper action and vigilance and listen to the Coaches/Trainers instructions and advice throughout the event. We ask that each environment you train in you take care of yourself and the others around you and utilize any PPE or safety equipment the coaches/trainers urge you to use.

Variable Weather Conditions

Events will run rain or shine. We will assess as many problems in advance with regards to high velocity wind, fog, lightening, storms and other unforeseen circumstances that will endanger participants and trainers during the session. We reserve the right to cancel any sessions during these circumstances. We urge all participants to bring a change of clothing including waterproofs in case the weather does change.

Car Park Liabilities

Mud-Fit/Evolution Fitness Professionals Ltd or their trainers cannot accept any liability for the loss of or damage to any vehicle or its contents parked on private or public property. You park your vehicle at your own risk.

Change of contact details

We need to keep in touch with you, so if there are any changes with your personal contact information e.g. name, address, email address and telephone numbers, the trainer needs to be notified to update records, prior to or at the next session.

Data Protection

Your data is securely handled by Mud-Fit/Evolution Fitness Professionals Ltd, This information be used by Mud-Fit/Evolution Fitness Professionals Ltd and its partners to deliver the best possible service. Third parties such as gyms and health clubs require us to submit your details. Any obligations to this, needs to be made to the trainer prior to any session.

Change in Health

If there is any change to your health or you suffer injury, the session trainer must be informed as soon as possible. This also includes the instance of pregnancy or in the case of couples trying to conceive, and those who are on any medication or have recently had changes to medication. Certain diets and clinical trials may have a negative effect on client's sessions; the trainer needs to know if anything is wrong so they can adjust the client's session properly. If you are currently undergoing a medically assisted diet the trainer must be informed.

Drugs and Alcohol

Mud-Fit/Evolution Fitness Professionals Ltd Trainers have a responsibility and duty of care the use of drugs or consumption of alcohol is unacceptable. Anyone found under the influence will not be allowed to take part in the session and will forfeit their fee.

Time Keeping

Sessions start at the agreed time; we offer a 15-minute window from the start time, for any unforeseen circumstance resulting in the late start of the session. The coach/trainer may lengthen the session past the pre-agreed finish time, this would only occur under the coach/trainer's discretion. After the 15-minute window, the coaches/trainer can terminate the session, resulting in the collection of all owed payment up to and including that session from the client, or forfeiting that prepaid session. Any error made by the trainer with regards to time keeping, would have to be taken up with that trainer individually, in that event Mud-Fit/Evolution Fitness Professionals Ltd would maintain a correspondence with all parties until resolution.

Payment and Prices

Method of payment and pricing is agreed prior to commencement of any session(s). Mud-Fit/Evolution Fitness Professionals Ltd maintains a competitive rate on session prices and reserve the right to change its price structure without prior notice having been given. This is to maintain within competition within the fitness industry. We endeavor to provide a high service, which we are constantly trying to improve. Any pricing may not include venue or equipment rental, which may be charged by a third party at extra cost.

24 hour notice period

If the event is not going to run on a particular day, Mud-Fit/Evolution Fitness Professionals Ltd and the coaches/trainers may (but do not have to) give notice within 24 hours of the event time. Any Prepaid dates will be re-imbursed or carried over. Communication is paramount so please check emails and social media for updates prior to session commencement.

Personal Hygiene and Attire

We may require you to bring along alternative clothing and footwear for training, we also ask you wear appropriate clothing and footwear for the arranged session. Failure to do this may result the client being asked to leave the event without reimbursement.

Liability

Each Coach/Personal Trainer is in ownership of their individual Legal Liability Cover, you would need to speak to your Coach/Trainer if this information is required for any reason.

Venue Rules and Regulations

Any Venue utilized for training purposes by both Mud-Fit/Evolution Fitness Professionals Ltd, coaches/trainers, participants and clients, will all fully respect specific rules, building fire plans, ecology of the environment, site health and safety, first aid plans, risk assessments set out by venue/site managers. Failure to Adhere May result in individual/ group ejection without reimbursement of any fees and or incur damage/repair charges from Venue management or owners, which will be directed to any offending parties by Mud-Fit/Evolution Fitness Professionals Ltd.

AGREEMENT, WAIVER, RELEASE OF CLAIMS, WARNING OF RISK AND ASSUMPTION OF RISK PARTICIPANTS: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

PARTICIPANTS AND PARENTS/GUARDIANS OF MINORS: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS. MINORS AGED 16 AND 17: YOU MAY ONLY PARTICIPATE IN **MUD-FIT (Here after referred to as "MF") & EVOLUTION FITNESS PROFESSIONALS Ltd (Here after referred to as "EFP")** TRAINING COURSES/EVENTS. IF YOU ARE ACCOMPANIED BY YOUR PARENT OR LEGAL GUARDIAN / AN ADULT AGED 18 OR OVER AND YOUR PARENT OR LEGAL GUARDIAN'S HAS SIGNED THIS AGREEMENT. PARENTS/LEGAL GUARDIANS: IF YOU ARE THE PARENT OR LEGAL GUARDIAN OF A MINOR, THEN BY SIGNING THIS AGREEMENT YOU ARE CONSENTING TO THE TERMS OF THIS AGREEMENT AND YOU ARE AGREEING TO THE MINOR'S PARTICIPATION IN **MF & EFP** TRAINING COURSES/EVENTS, UNDER YOUR / AN ACCOMPANYING ADULT'S DIRECT SUPERVISION.

I understand and acknowledge that by signing below, I am legally agreeing to all of the following statements in exchange for being permitted to participate in **MF & EFP** Training Courses/Events. **Please initial each section and sign the event waiver at the bottom of page 3.**

1. I understand that participating in **MF & EFP** Training Courses/Events is a hazardous activity. I acknowledge that **MF & EFP** Training Courses/Events are extreme tests of my physical and psychological limits that carry with it inherent risks of physical injury that cannot be eliminated completely, including but not limited to an above-average risk of death and/or serious injury.
2. I expressly, knowingly and voluntarily assume all of the risks of participating in **MF & EFP** Training Courses/Events. I understand and acknowledge that these risks include, but are not limited to: falls; illness; infection; contact or collision with spectators, personnel, and other pedestrians; contact or collision with motor vehicles; contact or collision with other participants of varying skill levels; contact and the effects of contact with natural and man-made fixed objects; natural and manmade water, road and surface hazards; close proximity and/or contact with thick smoke; dangers arising from weather conditions, including but not limited to extreme heat, cold, humidity, ice, rain, or fog; imperfect course conditions. The Venue is part of the challenge and the **MF & EFP** Training Course/Event will usually be held in 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, swimming in cold water, throwing or carrying or getting hit with heavy objects, and traversing muddy areas. In summary, the **MF & EFP** Training Course/Event is a hazardous activity that presents the ultimate physical and mental challenge to participants.

I understand and acknowledge that these risks may cause harms including, but not limited to: bodily injury, ranging from minor to severe; illness or infection, ranging from minor to severe; physical and/or mental effects of exposure to extreme conditions and circumstances, ranging from minor to severe; temporary or permanent disability; paralysis; death; and property damage or loss. I understand that the risks of participating in **MF & EFP** Training Courses/Events may be caused in whole or in part by: my own actions or inactions; the actions or inactions of other participants; the actions or inactions of spectators or other pedestrians; and/or the acts, inactions, or negligence of the Released Parties (as defined below).

I expressly assume all risks and take full responsibility for any and all damages, liabilities, losses, or expenses that I incur as a result of participating in **MF & EFP** Training Courses/Events.

3. I agree that it is my responsibility to determine whether I am sufficiently fit, healthy, skilled and physically trained to safely participate in **MF & EFP** Training Courses/Events. I hereby represent that I am, and on the date of **MF & EFP** Training Courses/Events will be, in good health and in proper physical condition to safely participate in **MF & EFP** Training Courses/Events. I certify that I have no known or knowable physical or mental conditions, that would affect my ability to safely participate in **MF & EFP** Training Courses/Events, or that would result in my participation creating a risk of danger to myself or to others. I further certify that I have not been advised or cautioned otherwise by a medical practitioner. I understand that the **MF & EFP** Training Courses/Events are an extreme test of human physical and mental endurance limits and that I may not be able to safely complete it, even if I am sufficiently fit, healthy, skilled and physically trained to safely participate.

I understand that it is my personal responsibility to continuously monitor my own physical and mental condition during the Course/Event, 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 acknowledge and agree that I will not be reimbursed any portion of any fees paid for participation in **MF & EFP** Training Courses/Events if I withdraw before completing the Course/Event, as I understand that all fees are paid only in exchange for the opportunity to participate to the best of my ability as described in this document, and in no way reflect an entitlement to complete the Course.

I understand that I am strongly advised to consult a medical practitioner before participating, especially if I am pregnant, disabled, or have recently suffered any illness, injury, or impairment.

4. I agree to abide by the rules of **MF & EFP** and to comply with the directions and instructions of **MF & EFP** personnel. I agree to become familiar with and abide by all written and/or posted rules of **MF & EFP**. I further agree to comply with all directions, instructions and decisions of **MF & EFP**, including but not limited to instructions or directions relating to the manner of my safe participation in the Course or Related Activities and decisions that I will stop participation in the Course or Related Activities at any time. Except as otherwise

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prohibited by law, I agree not to challenge these rules, directions, instructions, or decisions on any basis at any time and I acknowledge that they are reasonable and necessary to reduce risk; protect the safety of participants, spectators, and personnel.

I also specifically agree to obey all civil and criminal laws, including traffic laws and regulations. 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. I understand that **MF & EFP** may immediately dismiss 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.

5. I consent to receive medical care and treatment as determined by appropriate **MF & EFP** personnel. In the event of my injury, accident, or illness, I consent to receive medical care and treatment as deemed advisable in the best judgment of appropriate **MF & EFP** and/or appropriate medical professionals. If necessary, I authorise appropriate **MF & EFP** personnel to consent to such medical care and treatment on my behalf.

I agree to assume liability for any and all medical costs incurred as a result of my participation in **EFP** Training Courses/Events but not limited to costs of: medical care and treatment, ambulance services, hospital stays, and physician and pharmaceutical goods and services. I agree to indemnify and hold harmless the Released Parties (as defined below) from all liability for such costs.

6. I acknowledge that **MF & EFP** reserves the right to cancel or reschedule **MF & EFP** Training Courses/Events in the event of emergency or other disaster. I acknowledge that **MF & EFP**, in its sole discretion, may delay, modify or cancel **MF & EFP** Training Courses/Events if 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 **MF & EFP**, 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. I further acknowledge that **MF & EFP**, in its sole discretion may also delay, modify or cancel **MF & EFP** Training Courses/Events if conditions on the day of the event are, in the sole judgment of **MF & EFP**, in any way unsafe. In the event of a delay, modification, or cancellation of **MF & EFP** Training Courses/Events, 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 **MF & EFP** Training Courses/Events.

7. I grant permission to **MF & EFP** to use my photograph and/or any other record of my participation in **MF & EFP** Training Course/Event for any legitimate purpose. I understand that any and all photographs, motion pictures, recordings, and/or likenesses of me captured during **MF & EFP** Training Course/Event, or contractors, become the sole property of **MF & EFP**. I grant the right, permission and authority to **MF & EFP** 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.

8. I understand and assume full responsibility the dangers associated with and assume full responsibility for any injury, loss or damage associated with my use or consumption of alcohol and/or drugs at any point during **MF & EFP** Training Courses/Events that would in any way impair my ability to safely participate in **MF & EFP** Training Courses/Events. I take full responsibility for any decision to consume alcohol after completing the Course/Event and I understand that it is my responsibility to know my own limits. I hereby indemnify and agree to hold harmless the Released Parties (as defined below) from any injury, loss, or damage described in this section

9. I hereby waive, release and forever discharge **MF & EFP** and the other Released Parties from any and all claims I may have arising out of my participation in **MF & EFP** Training Courses/Events. I covenant and agree not to sue **MF & EFP** or any of the other Released Parties for any such claims. In consideration of being permitted to participate in **MF & EFP** Training Courses/Events, I hereby waive, release and forever discharge the following parties (the "Released Parties") from any and all Claims (as defined below): **MF & EFP** and its directors, officers, employees, agents, contractors, insurers and volunteers; all **MF & EFP** event sponsors, organisers, promoters, directors, officials, property owners, and advertisers; all other persons or entities involved with **MF & EFP**; and any or all parent, subsidiary or affiliate companies, licensees, officers, directors, partners, board members, shareholders, supervisors, insurers, agents, and representatives of any of the foregoing.

In consideration of being permitted to participate in **MF & EFP** Training Courses/Events, I hereby waive, release and forever discharge the Released Parties from all of the following (the "Claims"): any and all claims, liabilities of every kind, demands, damages (including direct, indirect, incidental, special and/or consequential), losses (economic and non-economic), and causes of action, of any kind or nature, which I have or may have in the future (including court costs, attorneys' fees and litigation expenses), that may arise out of, result from, or relate to my participation in **MF & EFP** Training Courses/Events or my travel to or from **MF & EFP** Training Courses/Events. I understand and acknowledge that these Claims include, but are not limited to, causes of action for death, personal injury, partial or permanent disability, negligence, and property damage or theft; causes of action relating to the provision of first aid, medical care, medical treatment, or medical decisions (at the site of **MF & EFP** Training Courses/Events or elsewhere); and claims for medical or hospital expenses. I understand and agree that the foregoing waiver, release and discharge applies even if the Claims are caused by the negligent acts, omissions, or carelessness of any of the Released Parties.

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I understand that this waiver, release and discharge operates for myself as well as on behalf of my 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 my behalf.

10. I hereby agree to indemnify, defend and hold harmless **MF & EFP** and the other Released Parties from any and all expenses incurred and claims made that relate to my breach of this Agreement. I hereby agree to indemnify, defend and hold harmless **MF & EFP** and the other Released Parties from any and all expenses incurred and all claims made by myself or others (including but not limited to court costs, attorneys' fees and litigation expenses) that arise out of or result directly or indirectly from my breach or failure to abide by any part of this Agreement, my failure to follow any rules or directions as defined in Section 5 above, and/or any of my actions or inactions which cause injury or damage to any other person or property.

I understand that this agreement to indemnify, defend and hold harmless operates for myself as well as on behalf of my 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 my behalf.

I understand and acknowledge that by signing below, I agree that the statutes and laws of the United Kingdom will apply to all matters relating to this Agreement, including participation in **MF & EFP** Training Courses/Events, regardless of the actual location of **MF & EFP** Training Courses/Events or the principles of conflict of laws. I agree that exclusive jurisdiction for any dispute with **MF & EFP** resides in the courts of the United Kingdom and expressly consent to the exercise of personal jurisdiction in the United Kingdom in connection with any dispute.

I understand and agree that this Agreement is intended to be as broad and inclusive as is permitted by the UK, 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.

Specific Rules: I acknowledge and agree that during the **MF & EFP** Training Course/Event: 1) I shall not urinate or defecate outside of designated areas at the Venue; 2) I shall not bring any animals to the Venue; 3) I shall not use any wheeled equipment during my participation in any obstacle course during any **MF & EFP** Training Course/Event; and 4) I shall not wear any clothing or use any props or equipment that may pose a risk to myself, other participants, spectators or personnel.

BY INITIALLING ON THE DIGITAL PARQ FORM, I AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER (OR WILL BE ON THE DATE OF MUD-FIT, EFP TRAINING COURSES/EVENTS), I HAVE READ THIS AGREEMENT, I UNDERSTAND ITS CONTENT, AND I INTENTIONALLY AND VOLUNTARILY SIGN THIS AGREEMENT.

* (Please state any medical condition you have, or medication you are taking that could be crucial to your treatment in the event of an injury. This information will be treated as strictly confidential and **WILL NOT** be shared with any persons other than our medical team or the emergency services, should it be required

IF THE PARTICIPANT IS A MINOR (I.E. AGED 16 OR 17 ON THE DATE THEY SIGN THIS AGREEMENT) THEN THEIR PARENT OR GUARDIAN MUST ALSO SIGN THIS AGREEMENT

Parent/Guardian's Agreement and Acknowledgment of Understanding: I confirm that I am the parent or legal guardian of the above named participating Minor and that I have read this Agreement and fully understand its terms. I understand that by signing this Agreement I am limiting my rights, including my right to sue. I further acknowledge that I am signing this Agreement freely and voluntarily. I confirm that either I or an adult aged 18 or over will accompany the Minor if the Minor is participating in the **MF & EFP** Training Course/Event.

These Terms and Conditions relate to paid for events / courses / products that are organized by Mud-Fit/ Evolution Fitness Professionals Ltd.

1. By submitting the online booking form, you are offering to enter into a contract with Mud-Fit/Evolution Fitness Professionals Ltd., a company registered in England and Wales under company number 7457957,
2. That contract will be formed when we send you an email or other written communication accepting your booking (and not before). We reserve the right to reject any booking form for any reason.
3. That contract will be in English and will be subject to the laws of England and Wales. You agree to submit to the jurisdiction of the English courts in relation to any issue relating to that contract.
4. Please review and, if necessary, correct the information you entered into the booking form before you submit the booking form.
5. We may keep a copy of the booking form and these Terms and Conditions, but these will not be accessible to you and you should make and retain a copy of your booking form and these Terms and Conditions.
6. Unless otherwise stated, the fee for the event / course / product is stated exclusive of VAT or booking Fees, which will be payable in addition to the fee.
7. You may send a substitute to the event / course instead of any delegate. In order to make a substitution please contact Mud-Fit/Evolution Fitness Professionals on contact@mud-fit.com, who will inform any professional running the event / course.
8. If you do not attend the event / course, the full fee remains payable and no refund will be made.
9. In accordance with the provisions of the Consumer Protection (Distance Selling) Regulations 2000 (if and only if you are a consumer for the purposes of those regulations) you have the right, within seven working days starting the day after the day on which we send you written confirmation of our acceptance of your booking, to cancel your contract with us unless the event is due to take place within that period. If you wish to exercise this right of cancellation please contact Mud-Fit/Evolution Fitness Professionals Ltd on contact@mud-fit.com, who will inform any professional running the event / course.
10. If you are a consumer and exercise your right to cancel under paragraph 10 above, we will refund any fees which you have paid in advance within 30 days after you inform us that you wish to cancel.
11. We reserve the right to cancel or change the time or date of the event / course or change its venue, content and any professionals, at any time at our discretion.
12. If we exercise that right of cancellation we will refund any fees which you have paid in advance.
13. If we change the time, date, venue, content or professionals, we will give you an opportunity to cancel your booking. If you take that opportunity we will refund any fees you have paid in advance.
14. In no circumstances, except under paragraphs 10 and 12 or 13, will we be obliged to make any refund of any fees paid in advance.
15. We will not be liable for any additional costs, losses or expenses resulting from any cancellation of the event / course or any change to its time, date, venue, content or professionals.
16. Any change to these Terms and Conditions will not be valid unless made in writing and signed by our authorised representative, If any provision of these Terms and Conditions is held to be invalid or unenforceable in whole or in part, the validity of the remaining Terms and Conditions will not be affected.
17. We only use your personal data in-house according to the Data Protection Act 1974. We would never sell, lend or lease any personal data to any third party.
18. We uphold a strict honesty policy when addressing event / course PARQ, Waiver, Medical Information forms and Professional testing or question and answer sessions. And we ask you compete or participate these in full or you may be asked to leave an event / course immediately without refund.

