

Grit & Wit
December 2, 2024 at Thayer Academy
RELEASE, WAIVER OF LIABILITY, ASSUMPTION OF RISK, DEFENSE INDEMNITY AND HOLD HARMLESS
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 Actions.

Parties

Released Parties include Grit & Wit Entertainment, Inc. and its members, directors, officers, employees, agents, contractors, insurers, course personnel, spectators, co-participants, equipment and service suppliers, merchandisers, and volunteers (collectively "Grit & Wit"); Thayer Academy and its directors, officers, employees, agents, contractors, insurers, equipment and service suppliers, and volunteers; all Grit & Wit Event sponsors, organizers, directors, officials, and property owners; governmental bodies and/or municipal agencies whose property and/or personnel are used; and any or all parent, subsidiary or affiliate companies, officers, directors, employees, insurers, agents, equipment and service 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.

Responsibility for the Course:

Grit & Wit shall bear full responsibility for the set-up and upkeep of the course for the Event. Thayer Academy shall have no responsibility or liability for the course equipment, maintenance, or management of the Event.

Assumption of Inherent Risks:

The Grit & Wit Event (hereafter referred to as the G&W Event) is meant to be a unique, fun, competitive test of toughness, strength, stamina, camaraderie, and mental grit. The course is a significant part of the challenge and involves a challenging environment that might include physical conditions testing a participant's strength, stamina, agility, balance, and ingenuity, among other skills. Some of the activities include running, crawling under or through obstacles, climbing walls, or picking up heavy objects. In summation, the G&W Event is a potentially hazardous activity that inherently presents a physical and mental challenge to participants.

I acknowledge that the G&W Event is a 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 G&W Event) regardless of the care and precautions taken by Grit & Wit and other Released Parties. I also understand that it can be extremely strenuous with the accompanying risks and dangers generally present in such activities.

The course will go through the campus and will cross over roads at crosswalks. I understand and acknowledge that the inherent risks include, but are not limited to: 1) contact or collision with persons, collision with motor vehicles, and contact with natural or man-made fixed or mobile objects or obstacles and/or the ground; 2) encounter with obstacles 3) equipment related hazards (e.g., unexpected equipment failure or damage, imperfect course conditions such as unlevel ground); 4) weather-related hazards 5) judgment- and/or behavior-related problems (e.g., erratic or inappropriate co-participant or spectator behavior, errors in judgment by personnel and/or others working the Event; and 6) natural hazards.

If I believe or become aware that any obstacles are unsafe or pose unreasonable risks, I agree to immediately notify appropriate personnel. By participating in the G&W Event, I am acknowledging that I have found the course, facilities, equipment, and areas to be used to be safe and acceptable for participation in the G&W Event.

I fully understand the inherent risks of participating in the G&W Event and assert that I am knowingly, willingly, purposefully, freely and voluntarily participating in the G&W Event. I have read the preceding paragraphs and acknowledge that 1) I know and understand the nature of the G&W 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 G&W Event. I hereby assert that I knowingly, willingly, purposefully, freely and voluntarily assume all of the inherent risks of the activity and take full responsibility for any and all damages, liabilities, losses, or expenses that I may incur and/or cause as a result of participating in the G&W Event.

Release and Waiver of Liability for Negligence: In consideration of being permitted to participate in the G&W Event, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I (on my own behalf and on behalf of the Releasing Parties) hereby forever waive, release, covenant not to sue, and discharge Grit & Wit and the other Released Parties from any and all claims resulting from the Inherent Risks of the G&W Event and negligence of Grit & Wit (and other Released Parties) that I may have arising out of or relating to my participation in the G&W Event.

Defense, Indemnification and Hold Harmless Agreement: In consideration of being permitted to participate in the G&W Event and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby agree to defend, indemnify and hold harmless Grit & Wit (and the other Released Parties) from and against: 1) Any and all claims made by me (or any Releasing Party) arising from injury, sickness, death or loss due to or arising from or related to my participation in the G&W Event; and 2) Any and all claims of co-participants, rescuers, and others due to or arising from or related to my conduct before, during and after my participation in the G&W Event. For the purposes hereof, "claims" includes all actions and causes of action, claims, demands, losses (economic and non-economic), costs, expenses and damages (including but not limited to direct, indirect, incidental, special and/or consequential), including legal fees and related expenses. This defense, indemnity, and hold harmless shall survive the expiration of the G&W Event.

Severability: I understand and agree that this Agreement is intended to be as broad and inclusive as is permitted by Connecticut 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.

Mediation and Arbitration: In the event of a legal issue arising from or related to this Agreement or the G&W Event, I agree to engage in good faith efforts to mediate any dispute that might arise. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims arising out of or related to my participation in the G&W Event and/or this Agreement shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect in and for Connecticut. The cost of such action shall be shared equally by the parties.

Class Actions: I agree that any arbitration, mediation or legal action arising from or related to this Agreement or the G&W Event shall proceed solely on an individual basis without the right for any claims to be mediated, arbitrated or litigated 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.

Agreements for the Protection of Participants:

- I represent and warrant that I am in good health and in proper physical condition to safely participate in the G&W Event.
- I represent and warrant that I am in full command of my faculties and am not under the influence of alcohol or drugs.
- I understand that it is my responsibility to continuously monitor my own physical and mental condition while on the course while preparing for and while participating in the G&W Event, and I agree to withdraw immediately and 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 authorize appropriate Grit & Wit personnel and emergency medical personnel at the G&W Event to make emergency medical decisions on my behalf, and I agree to assume all costs of emergency medical care and transportation.

Photography: G&W shall not photograph, video, or record any portion of the Event without express written permission from the School. G&W shall not display, sell, or otherwise use any images or footage taken for this Event without the prior written permission from the School.

Majority Age: I affirm that I am 18 years of age (or will have reached that age by the date of the G&W Event). If I am less than 18 years old by the date of the Event, my parent/legal guardian signing this Agreement affirms that I have permission to participate in this event.

Venue and Jurisdiction: I understand that if Mediation and Arbitration or legal action to enforce the same need to be commenced, the state or federal trial court in Connecticut has the sole and exclusive jurisdiction and only the substantive laws of Connecticut shall apply.

Acknowledgment of Understanding: I have read this Release, Assumption of Risk, Waiver of Liability, Defense, Indemnification and Hold Harmless Agreement and fully understand its terms. I have made representations herein that, if untrue, would void any rights I may otherwise have. I understand that I am giving up substantial rights, including my right to sue. I further acknowledge that I am knowingly, intelligently, purposefully, freely and voluntarily signing the Agreement and participating in the G&W Event, and intend my signature to be a complete and unconditional release of all liability due to the negligence of Grit & Wit (and other Released Parties) and the Inherent Risks of the activity, to the greatest extent allowed by the laws of Connecticut.

Signature of Participant/Parent or Legal Guardian Participant's Name Date

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