

**DESERT WARRIOR CHALLENGE
TERMS AND CONDITIONS**

These are the terms and conditions that govern your relationship with the Event and DWC, in your capacity as a participant in this Event, as a volunteer in this Event or otherwise. Please read these terms and conditions carefully before agreeing to participate, volunteer or otherwise being engaged in this Event, as it contain your rights and obligations. By continuing with this Event, you expressly agree to the terms and conditions below:

1. Definitions

- 1.1 “**DWC**” means the “**Desert Warrior Challenge**”, and includes reference to the owner of the Event, organisers of the Event, the shareholders, beneficial owners, including Body Balance LLC, affiliates, directors, officers, employees, agents, contractors, insurers, spectators, equipment suppliers, volunteers, and any persons in anyway engaged by or related to the Event;
- 1.2 “**Event**” means this event being held by DWC, being marketed by the name of “**Desert Warrior Challenge**”, to be held on such date and time, and at such Venue as specified on the event website;
- 1.3 “**Releasing Parties**” or “**I**” means you the participant, the volunteer or any other such person engaged with DWC in relation to the Event, as well as your spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns, as may be appointed from time to time, or anyone else who might claim or sue on your behalf. In the case of minors, Releasing Parties include the parents and guardian of the participating minor, as well as the minor;
- 1.4 “**Released Parties**” means all of the following:
- (a) DWC;
 - (b) the owners and operators of the Venue where the Event is taking place, such owners’ and operators’ directors, officers, employees, agents, contractors, insurers, equipment suppliers, and volunteers;
 - (c) the Event sponsors, organizers, promoters, directors, officials, property or Venue owners, and advertisers;
 - (d) governmental bodies and/or municipal agencies whose property and/or personnel are used; and
 - (e) any or all parent, subsidiary or affiliate companies, licensees, officers, directors, partners, board members, supervisors, insurers, agents, equipment suppliers, and representatives of any of the foregoing including but not limited to DWC;
- 1.5 “**Venue**” means the venue where the Event shall take place, as determined by Body Balance LLC.

2. Warning of Assumption of Inherent Risks

- 2.1 The 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 different temperatures sand, 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 heavy objects and traversing muddy and sandy areas. In summation, the Event is a hazardous activity that presents the ultimate physical and mental challenge to you. You are strictly advised to attempt any part of the Event at your own risk. If you feel you are not fit to attempt an obstacle or any part of the Event, you are, in your discretion, advised to not attempt such obstacle or part.

2.2 By participating, volunteering or being otherwise involved in the Event I acknowledge that the Event is an extreme test of 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 Event) regardless of the care and precautions taken by DWC and the other Released Parties. I also understand that the 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 Event is often conducted under what may be extreme conditions and circumstances.

2.3 I understand and acknowledge that the inherent risks include, but are not limited to:

- (a) contact or collision with persons or objects (e.g., collision with spectators, course personnel, objects on the course);
- (b) contact with other participants, volunteers, contact or collision with motor vehicles or machinery, and contact with natural or man-made fixed objects or obstacles);
- (c) encounter with obstacles (e.g., natural and man-made water, road and surface hazards, close proximity and/or contact with thick smoke and open flames, barbed wire, pipes, and electric shocks);
- (d) equipment related hazards (e.g., broken, defective or inadequate competition equipment, unexpected equipment failure, imperfect course conditions);
- (e) weather-related hazards (e.g., extreme heat, extreme cold, humidity, ice, rain, fog);
- (f) inadequate first aid and/or emergency measures;
- (g) judgment- and/or behavior-related problems (e.g., erratic or inappropriate co-participant behavior, erratic or inappropriate behavior by the participant, volunteers, errors in judgment by personnel working the Event; and
- (h) natural hazards (e.g. uneven terrain, rock falls, fire, storm, lightning strikes, earthquakes, wildlife attacks, contact with poisonous plants, marine life and/or ticks).

2.4 I further understand and acknowledge that any of these risks and others, not specifically named, may cause injury or injuries that may be categorized 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, torn ligaments, concussions, exposure, heat-related illness, mental stress or exhaustion, infection, and concussions. Grievous injuries are rare; however, we feel that our participants and volunteers should be aware of the possibility. These injuries can include permanent disabilities, spinal injuries and paralysis, stroke, heart attack, and even death.

I understand that it is my responsibility to inspect the course, facilities, equipment, and areas to be used, and if I believe or become aware that any are unsafe or pose unreasonable risks, I agree to immediately notify appropriate personnel. By participating, volunteering or otherwise being involved in the Event on the day of the Event, after making due inspections, acknowledgment shall be deemed that I have found the course, facilities, equipment, and areas to be used to be safe

and acceptable for participation. I accept full and sole responsibility for the condition and adequacy of my equipment.

2.5 I understand fully the inherent risks involved in the Event and assert that I am willingly participating, volunteering or otherwise being involved in the Event. I have read the preceding paragraphs and acknowledge that:

- (a) I know the nature of the Event;
- (b) I understand the demands of this activity relative to my physical condition; and
- (c) I appreciate the potential impact of the types of injuries that may result from the 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, volunteering or otherwise being involved in the Event. In short, I acknowledge that I am participating, volunteering or otherwise being involved in the Event entirely at my own risk.

3. **Waiver of Liability for Negligence**

3.1 To the extent permitted by law I agree that under these terms and conditions DWC and the other Released Parties shall be excluded from liability for negligence in the conduct of the Event and further DWC and the Released Parties shall be excluded from liability under any civil liability or consumer law, or any arbitration order, applicable to the Emirate of Dubai in which this Event is held subject to the exception that this exclusion of liability will not apply in circumstances where the conduct of DWC or its officers, servants or agents is proven to be grossly negligent.

3.2 I (on behalf of the Releasing Parties) hereby forever waive, release, covenant not to sue, and discharge DWC and the other Released Parties from any and all claims, actions, arbitration claims, costs and expenses, suits, demands, losses and other liabilities in relation to any of 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 behavior, 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 resulting from the inherent risks of the Event or any acts of DWC (or other Released Parties), that do not tantamount to proven gross negligence, that I may have arising out of my participation, volunteering or otherwise being involved in the Event. It being clarified that where a minor is participating, volunteering or otherwise being involved in the Event, the Releasing Party under these terms and conditions shall mean to include the minor's parents or guardian.

4. **Indemnification Agreement**

4.1 I hereby agree to hold harmless, defend, and indemnify DWC (and the other Released Parties), which for the avoidance of doubt includes defending and paying any judgment, court costs, arbitration costs, expenses and claims, investigation costs, attorney's fees, and any other expenses incurred that relate to a breach of these terms and conditions 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 behavior, 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, volunteering or otherwise being involved in the Event, including by way of any such harm, disadvantage, injury caused to the Releasing Party during training or preparing for the event, be it at the Venue, at any participating partners of DWC or the Event or at any other third party venue. This applies both to claims arising from the inherent risks of the Event or any act of DWC (or any Released Parties), other than proven gross negligence.

- 4.2 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) DWC (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, volunteering or otherwise being involved in the Event.
- 4.3 I hereby indemnify and hold harmless DWC against any claims that there

5. Other Agreements

- 5.1 **Venue and Jurisdiction:** I understand that if legal action is brought, the Emirate of Dubai has the sole and exclusive jurisdiction to try the matter and that only the substantive laws of the Emirate of Dubai shall apply.
- 5.2 **Severability:** I understand and agree that these the terms and conditions, including those relating to assumption of risk, waiver of liability, and indemnification are intended to be as broad and inclusive as is permitted by the Emirate of Dubai and that if any provision shall be found to be unlawful, void, or for any reason unenforceable, then that provision shall be severed from these terms and conditions and shall not affect the validity and enforceability of any remaining provisions of these terms and conditions. Furthermore, notwithstanding anything to the contrary contained in these terms and conditions, they 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 these terms and conditions of any provision of any law of the Emirate of Dubai.
- 5.3 **Integration:** I affirm that these terms and conditions supersede any and all previous oral or written promises or agreements between me and DWC or the Released Parties. I understand that this is the entire agreement between me and DWC and cannot be modified or changed in any way by representations or statements by any agent or employee of DWC. These terms and conditions may only be amended by a written document duly executed by all parties.
- 5.4 **Mediation and Arbitration:** Without prejudice to the indemnity granted by you to DWC in paragraph 4 above, 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 formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation or otherwise unresolved within sixty (60) days of DWC being notified by you of such issue, I agree that all disputes, controversies, or claims arising out of my participation, volunteering or otherwise being involved in the Event shall be submitted to binding arbitration in accordance with the applicable rules of the Dubai International Arbitration Centre. The seat of arbitration shall be the Emirate of Dubai, and the language shall be English. One (1) arbitrator shall be appointed by DWC.

6. Undertakings:

I hereby:

- (a) confirm that I am in good health and in proper physical condition to safely participate, volunteer or otherwise be involved in the Event;
- (b) certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate, volunteer or otherwise be involved in the Event, or that would result in my participation, volunteering or involvement creating a risk of danger to myself or to others;
- (c) acknowledge that DWC recommends and encourages each client to get medical clearance from his/her personal physician prior to participation, volunteering or involvement;
- (d) assert that I have not been advised or cautioned against participating, volunteering or being otherwise involved in the Event by a medical practitioner;
- (e) understand that it is my responsibility to continuously monitor my own physical and mental condition during the Event, and I agree to withdraw immediately and to notify appropriate personnel if at any point my continued participation, volunteering or involvement would create a risk of danger to myself or to others;
- (f) attest that I am covered by medical insurance;
- (g) authorize appropriate DWC personnel and emergency medical personnel at the Event to make emergency medical decisions on my behalf (including, but not limited to CPR and any other medical aid, services or procedures);
- (h) authorize DWC to secure emergency medical care or transportation (i.e., EMS) when deemed necessary by DWC;
- (i) agree to assume all costs of emergency medical care and transportation;
- (j) acknowledge that DWC has instituted its rules for the protection of the participant, volunteers and co-participants;
- (k) agree to familiarize myself with those rules and follow them throughout the Event; and
- (l) also recognize the authority of DWC to halt my participation, volunteering or involvement (and, if necessary, have me removed from the premises) if my participation, volunteering or involvement, or presence endangers myself or my co-participants;
- (m) confirm that I am in good health and in proper physical condition to safely participate, volunteer or be involved in the Event. I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate, volunteer or be involved in the Event, or that would result in my participation, volunteering or involvement creating a risk of danger to myself or to others;
- (n) undertake that I will not under any circumstances hold DWC or the Event liable in any way for any act or omission, negligent, criminal or otherwise, of any person who is a distinct legal entity to DWC but who may be associated with, contracted by or may be an agent of the DWC, the Released Parties or the Event. Such associated persons, contractors, agents or third parties include any partners of DWC or any persons engaged by DWC for the Event, such as any persons available to provide training and preparation for the Event, the Venue itself, including any of the Venue's employees, or any vendors that are present at the Event or Venue, providing food, drinks, merchandise, or any other goods or services at the Venue, as well as any third party service providers, who may or may not be associated with DWC or the Event, or any third parties engaged by such third parties; and
- (o) agree that it is my responsibility to arrange transportation to and from the Event and that I will not under any circumstances hold DWC or the Event liable for any loss, damage, injury, harm, theft or any such other incident that may occur while being transported to, within or from the Event, no matter who provides such transportation service, including if such

transportation service is provided by DWC (by hiring a third party or otherwise) or by DWC's agent, contractor, or engaged third party.

7. Acknowledgment of Understanding:

I have read these terms and conditions, including the assumption of risk, waiver of liability, and indemnification and fully understand its terms. I understand that I am giving up substantial rights, including my right to sue. I further acknowledge that I am accepting the agreement freely and voluntarily, and intend my acceptance to be a complete and unconditional release of all liability due to any act or omission of DWC (and other Released Parties) other than for proven gross negligence, and I assume the inherent risks of the activity.

8. General Rules:

8.1 Rules: I agree to become familiar with and abide by all written and/or posted rules of DWC, as well as all written and/or posted rules of the Venue. I further agree to comply with all directions, instructions and decisions of DWC and Venue personnel. I further agree not to challenge these rules, directions, instructions, or decisions on any basis at any time.

8.2 Emergency Delay or Cancellation: I acknowledge that DWC at its sole discretion may delay, modify, or cancel the 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 DWC, including but not limited to: high wind, extreme rain or hail, hurricane, tornado, earthquake, flood, acts of terrorism, fire, threatened or actual strike, labor difficulty or work stoppage, insurrection, war, public disaster, and unavoidable casualty. In the Event of a delay, modification, or cancellation of the 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 Event.

8.3 Govern Participation: I understand that DWC has the authority to issue instructions or directions relating to the manner of my safe participation, volunteering or involvement in the course or related activities and the authority to halt my participation, volunteering or involvement 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 the Event. DWC does not have to give reasons for a decision to halt participation of the participant or volunteer.

8.4 Removal from Course: I understand that DWC and Venue personnel may immediately cause anyone who disobeys any rules, directions, instructions, decisions, or laws, or whose behavior endangers safety or negatively affects a person, facility, or property of any type or kind, to be removed from the course.

8.5 Attitude and Behavior: I also agree to exhibit appropriate behavior at all times; demonstrate respect for all people, equipment, culture and facilities; and participate with a cooperative and positive attitude.

8.6 Alcohol & Drugs: I certify that I am not, and on the date of the Event will not be, under the influence of alcohol or any drugs that would in any way impair my ability to safely participate in the Event. I further, understand that alcohol consumption following the Event is discouraged by DWC and take full responsibility for any decision to consume alcohol at that time.

8.7 Specific Rules: I specifically acknowledge and agree to abide by the following rules:

- (a) no urination or defecation is permitted outside of designated areas;
- (b) no wheeled conveyances or pets are allowed in the Course at any time;
- (c) no clothing, props or equipment that pose an unnecessary risk to participants, volunteers, spectators or personnel are permitted; and
- (d) I shall obey all laws, policies, procedures and Event rules and regulations.

8.8 **Photography:** I understand that any and all photographs, motion pictures, recordings, and/or likenesses of me captured during the Event by DWC, its affiliated entities or contractors, and/or the media become the sole property of DWC. I grant the right, permission and authority to DWC 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 DWC 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.

8.9 **Majority Age:** I confirm that I have reached majority age. Majority age is 18.

8.10 **Minors:** Where the participant, volunteer or any other person, registering for the Event is a minor, being below the age of 18, the minor can participate, volunteer or be involved in the Event but cannot contract with DWC. The parent or guardian, as the case may be, hereby unconditionally consents to the participation, volunteering or involvement of the minor in the Event, and as such consents to these terms and conditions for and on behalf of the minor, including each undertaking, obligation, representation, warranty and waiver of liability. For avoidance of doubt, the parent or guardian, as the case may be, confirms that:

- (a) it fully understands, agrees and takes full responsibility for the warning of assumption of inherent risks as there may be to the minor, as contained in paragraph 2;
- (b) it grants for and on behalf of the minor the waiver of liability for ordinary negligence, as contained in paragraph 3, and agree to the indemnification agreement, as contained in paragraph 4, towards DWC and Released Parties, as provided therein;
- (c) it agrees to all the other agreements contained in paragraph 5, for and on behalf of the minor;
- (d) it grants each undertaking contained in paragraph 6, for and on behalf of the minor, to DWC;
- (e) it acknowledges the acknowledgement of understanding, for and on behalf of the minor; and
- (f) it shall ensure compliance by the minor of each of the general rules.

The parent or guardian, as the case may be, hereby undertakes to explain the terms and conditions to the minor in detail, including each of the terms and conditions contained herein, be it an undertaking, a representation, a warranty or any other term.

9. Refunds/Transfers/Ticket changes

9.1 All fees and associated costs (including optional product purchases, spectator tickets and donations), paid in registration for this Event are not refundable by DWC under any

circumstances, including but not limited to injury, halting participation, eviction from the Event, a scheduling conflict and/or Event cancellation.

- 9.2 A ticket for the Event is good for use only by the person directly purchasing from DWC or one of its authorised agents. Once purchased a ticket is not transferable from the purchaser of the ticket to another person for any reason whatsoever under any circumstances. A ticket may be transferred to a future Event within a 12 month period providing the Organizer is notified of the participants wish to do so, prior to the original Event date.
- 9.2 In the event that you wish to upgrade the category of your ticket you may do so within 60 days of your original purchase and on payment of any applicable difference in price of the categories. No downgrades in the categories of tickets will be permitted under any circumstances.

DECLARATION

I HEREBY FULLY AND EXPRESSLY CONFIRM THAT BY PURCHASING THE TICKET FOR THE EVENT OR BY SIGNING THESE TERMS AND CONDITIONS, I AGREE AND ACCEPT THESE TERMS AND CONDITIONS AND IRREVOCABLY AGREE TO BE FULLY BOUND BY THE SAME.