

THE BANNA BEAST CHALLENGE DECLARATION:

1) I understand that participating in the THE BANNA BEAST CHALLENGE event is a physically challenging and potentially dangerous activity and involves the risk of serious injury and/or death.

2) I assert that I am in good health and in proper physical condition to safely participate in the THE BANNA BEAST CHALLENGE event. I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in the THE BANNA BEAST CHALLENGE event, or that would result in my participation creating a risk of danger to myself or to others.

3) PARTICIPANTS: 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.

COURSE RULES:

THE BANNA BEAST CHALLENGE

Entry and Participation Agreement (IRE)

Rules: I agree that my participation in each THE BANNA BEAST CHALLENGE event and related activities is subject to:

1. the terms of this Entry and Participation Agreement, my consent to the terms of the Assumption of Risk, Waiver of Liability and Indemnity Agreement;
2. all written terms, rules and regulations at the site of the event ("Venue") and on the THE BANNA BEAST CHALLENGE website www.bannabeastchallenge.com and
3. all directions, instructions and decisions of THE BANNA BEAST CHALLENGE , whose registered address is at Knockanish East, The Spa, Tralee, Kerry, Ireland..... personnel on the day of the THE BANNA BEAST CHALLENGE event.

Emergency Delay or Cancellation: I acknowledge that THE BANNA BEAST CHALLENGE at its sole discretion may delay, modify, or cancel the THE BANNA BEAST CHALLENGE event if conditions or natural or man-made emergencies make administering or holding the THE BANNA BEAST CHALLENGE event unreasonably difficult or unsafe. I agree that "emergency" is defined to mean any event beyond the control of THE BANNA BEAST CHALLENGE, 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/or unavoidable casualty.

In circumstances (1), (2) or (3) above, THE BANNA BEAST CHALLENGE may offer me the right to attend a different THE BANNA BEAST CHALLENGE event in the IRE at no additional charge (and if I

agree to this, I shall not be entitled to any refund). Alternatively THE BANNA BEAST CHALLENGE may issue me with a refund of my event fee at THE BANNA BEAST CHALLENGE's sole discretion.

Removal from THE BANNA BEAST CHALLENGE event or Venue: I acknowledge that THE BANNA BEAST CHALLENGE personnel and/or Venue personnel may prohibit or stop anyone from taking part in the THE BANNA BEAST CHALLENGE event and/or immediately remove anyone from the Venue if they believe such person has disobeyed any applicable rules, regulations, directions, instructions, decisions, or laws; or whose behaviour endangers safety or negatively affects that person, any other person, facility, or property of any type or kind.

Attitude and Behaviour: On the day of the THE BANNA BEAST CHALLENGE event I agree to (i) behave appropriately at all times; (ii) act respectfully towards all people, equipment, property and facilities; and (iii) participate in the THE BANNA BEAST CHALLENGE event with a cooperative and positive attitude.

Alcohol & Drugs: I agree that: 1) I will not be under the influence of alcohol or any non-prescription drugs during my participation in the obstacle course at the THE BANNA BEAST CHALLENGE event; and 2) I shall not consume alcohol excessively or be under the influence of any illegal drugs at the after party on the day of the THE BANNA BEAST CHALLENGE event.

Data Protection: I agree that: 1) in the case of an emergency THE BANNA BEAST CHALLENGE and/or Venue personnel may use the emergency contact details I provided when I registered for the THE BANNA BEAST CHALLENGE event; 2) should I receive medical assistance at a THE BANNA BEAST CHALLENGE event data collected on an accident form will be held on THE BANNA BEAST CHALLENGE's database and shall be handled in accordance with the terms of the Data Protection Act 1998 in accordance with THE BANNA BEAST CHALLENGE's privacy policy, which is available on www.ADARETOSURVIVE.COM; and 3) THE BANNA BEAST CHALLENGE may share any data I provide to it, including personal data collected from me by registering online, to any of its group companies and group business contacts within and outside the European Economic Area for use in connection with the THE BANNA BEAST CHALLENGE event (even where the country or territory in question is not identified as one that maintains adequate data protection standards).

Specific Rules : I acknowledge and agree that on the day of the THE BANNA BEAST CHALLENGE event: 1) I shall not urinate or defecate outside of designated areas at the Venue; 2) I shall not bring any wheeled animals to the Venue; 3) I shall not use any wheeled equipment during my participation in the obstacle course at the THE BANNA BEAST CHALLENGE event; 4) I shall not wear any clothing or use any props or equipment that may pose a risk to myself, participants, spectators or personnel; and 5) I shall abide by all instructions, directions decisions of THE BANNA BEAST CHALLENGE and Venue personnel and all THE BANNA BEAST CHALLENGE and Venue rules and regulations.

Photography: I understand that any and all photographs, motion pictures, recordings, and/or likenesses of me captured during the THE BANNA BEAST CHALLENGE event by THE BANNA BEAST CHALLENGE, its affiliated entities or contractors, and/or the media ("Relevant Other Parties") become the sole property of THE BANNA BEAST CHALLENGE and/or Relevant Other Parties (as applicable). I acknowledge that such photographs, motion pictures, recordings, and/or likenesses of me may be edited disseminated, adapted, modified copied, used, exploited in whole or in part in all media and form THE BANNA BEAST CHALLENGE throughout the world in perpetuity for any legitimate commercial or non-commercial purpose, including but not limited to promoting, advertising, and marketing THE BANNA BEAST CHALLENGE and THE BANNA BEAST CHALLENGE events, without prior notice or compensation. I further understand that THE BANNA BEAST CHALLENGE and the Relevant Other Parties have the full right to sell and/or profit from the commercial use of such photographs, motion pictures, recordings, and/or likenesses. I also grant THE BANNA BEAST CHALLENGE the permission to use my name in connection with its legitimate commercial and non-commercial purposes including but not limited to promoting, advertising, and marketing THE BANNA BEAST CHALLENGE and THE BANNA BEAST CHALLENGE events without prior notice or compensation.

Age: I confirm that I am aged 18 or over.

THE BANNA BEAST CHALLENGE REFUND POLICY:

I hereby understand and acknowledge that all fees and associated costs (including optional product purchases, spectator tickets, and donations), paid in registration for this THE BANNA BEAST CHALLENGE event are NOT REFUNDABLE FOR ANY REASON, under any circumstances, including but not limited to injury, a scheduling conflict, and/or event cancellation.

THE BANNA BEAST CHALLENGE WAIVER:

THE BANNA BEAST CHALLENGE

Entry and Participation Agreements (IRE)

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

Emergency Delay or Cancellation: I acknowledge that THE BANNA BEAST CHALLENGE at its sole discretion may delay, modify, or cancel the THE BANNA BEAST CHALLENGE 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 THE BANNA BEAST CHALLENGE , 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. In the event of a delay,

modification, or cancellation of the THE BANNA BEAST CHALLENGE 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 THE BANNA BEAST CHALLENGE event.

Govern Participation: I understand that THE BANNA BEAST CHALLENGE has the authority to issue instructions or directions relating to the manner of my safe participation in the Course or Related Activities and the authority to halt my participation 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 BANNA BEAST CHALLENGE .

Removal from Course: I understand that THE BANNA BEAST CHALLENGE Limited and Venue personnel may immediately cause 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, to be removed from the Course.

Fee Refunds: I understand that all fees and associated costs (including optional product purchases, spectator tickets, and donations), paid in registration for this THE BANNA BEAST CHALLENGE event are not refundable for any reason under any circumstances, including but not limited to injury, a scheduling conflict, and/or event cancellation.

Attitude and Behaviour: 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.

Alcohol & Drugs: I certify that I am not, and on the date of the THE BANNA BEAST CHALLENGE 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 THE BANNA BEAST CHALLENGE event. I further, understand that alcohol consumption following the event is discouraged by THE BANNA BEAST CHALLENGE Limited and take full responsibility for any decision to consume alcohol at that time.

Specific Rules: I specifically acknowledge and agree to abide by the following rules: 1) no urination or defecation is permitted outside of designated areas; 2) no wheeled conveyances or pets are allowed in the Course at any time; 3) no clothing, props or equipment that pose an unnecessary risk to participants, spectators or personnel are permitted; and 4) . Obey civil and criminal laws including traffic laws.

Photography: I understand that any and all photographs, motion pictures, recordings, and/or likenesses of me captured during the THE BANNA BEAST CHALLENGE event by THE BANNA BEAST CHALLENGE Limited, its affiliated entities or contractors, and/or the media become the sole property of THE BANNA BEAST CHALLENGE Limited. I grant the right, permission and authority to THE BANNA

BEAST CHALLENGE Limited 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 THE BANNA BEAST CHALLENGE Limited, as sole owner, has the full right to sell and/or profit from the commercial use of such photographs, motion pictures, recordings, and/or likenesses.

Majority Age: I affirm that I have reached the age of 18 (or will have reached that age by the date of THE BANNA BEAST CHALLENGE event).

THE BANNA BEAST CHALLENGE

ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT (IRE)

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: THE BANNA BEAST CHALLENGE LIMITED and registered office address is Knockanish East, The Spa, Tralee, Kerry, Ireland....., and its affiliates and their respective directors, officers, employees, agents, contractors, insurers, spectators, equipment suppliers, and volunteers; all THE BANNA BEAST CHALLENGE event sponsors, organisers, promoters, directors, officials, property owners, and advertisers; governmental bodies and/or municipal agencies whose property and/or personnel are used; and 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 (all referred to hereinafter as "THE BANNA BEAST CHALLENGE " or "Released Parties").

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 (all referred to hereinafter as "I" or "Releasing Parties").

Initial Assumption of Inherent Risks

The THE BANNA BEAST CHALLENGE event (hereafter referred to as the THE BANNA BEAST CHALLENGE 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 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 heavy objects, and traversing muddy areas. In summation, the THE BANNA BEAST CHALLENGE event is a hazardous activity that presents the ultimate physical and mental challenge to participants.

I acknowledge that the THE BANNA BEAST CHALLENGE event is an extreme 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 THE BANNA BEAST CHALLENGE event) regardless of the care and precautions taken by THE BANNA BEAST CHALLENGE. I also understand that is extremely strenuous with the accompanying risks and dangers generally present in such activities. I understand that these hazards may be magnified due to the fact that the THE BANNA BEAST CHALLENGE event is often conducted under what may be extreme conditions and circumstances.

I understand and acknowledge that the inherent risks include, but are not limited to: 1) contact or collision with persons or objects (e.g., collision with spectators or course personnel), contact with other participants, contact or collision with motor vehicles or machinery, and contact with natural or man-made fixed objects or obstacles); 2) 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); 3) equipment related hazards (e.g., broken, defective or inadequate competition equipment, unexpected equipment failure, imperfect course conditions); 4) weather-related hazards (e.g., extreme heat, extreme cold, humidity, ice, rain, fog); 5) inadequate first aid and/or emergency measures; and 6) judgment and/or behaviour-related problems (e.g., erratic or inappropriate co-participant behaviour, erratic or inappropriate behaviour by the participant, errors in judgment by personnel working the event.

I further understand and acknowledge that any of these risks and others, not specifically named, may cause injury or injuries that may be categorised 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. Catastrophic injuries are rare; however, we feel that our participants should be aware of the possibility. These injuries can include permanent disabilities, spinal injuries and paralysis, stroke, heart attack, and even death.

I also understand that it is my responsibility to consult with my personal physician prior to participating in the THE BANNA BEAST CHALLENGE event to ensure that such participation will not pose any unusual risks to my health and well-being.

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 in the event, I am acknowledging 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.

I understand fully the inherent risks involved in the THE BANNA BEAST CHALLENGE event and assert that I am willingly and voluntarily participating in the event. I have read the preceding paragraphs and acknowledge that 1) I know the nature of the THE BANNA BEAST CHALLENGE 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 THE BANNA BEAST CHALLENGE 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 in the THE BANNA BEAST CHALLENGE event.

.... Initial Waiver of Liability

In consideration of being permitted to participate in the THE BANNA BEAST CHALLENGE event, I (on behalf of the Releasing Parties) hereby forever waive, release, covenant not to sue, and discharge THE BANNA BEAST CHALLENGE and the other Released Parties from any and all claims resulting from the INHERENT RISKS of the THE BANNA BEAST CHALLENGE event that I may have arising out of my participation in the THE BANNA BEAST CHALLENGE event.

This agreement applies to 1) personal injury (including death) from incidents or illnesses arising from the THE BANNA BEAST CHALLENGE event participation. This includes injury during course inspection, observation, practice runs, the event, and while on the premises (including, but not limited to stands, pavements, parking areas, toilet facilities and dressing facilities); and 2) any and all claims resulting from damage to, loss of, or theft of property. This agreement does not limit or exclude THE BANNA BEAST CHALLENGE Limited's liability for death or personal injury caused by its negligence. Such liability shall be limited to direct losses which shall not exceed THE BANNA BEAST CHALLENGE 's general liability insurance cover. Except as set out in this agreement, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this agreement.

.... Initial Indemnification Agreement

In consideration of being permitted to participate in the THE BANNA BEAST CHALLENGE event and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby agree to hold harmless, defend and indemnify THE BANNA BEAST CHALLENGE (and the other Released Parties) from and against: 1) Any and all claims made by me (or any Releasing Party) arising from injury or loss due to my participation in the THE BANNA BEAST CHALLENGE event; and 2) Against any and all claims of co-participants, rescuers, and others arising from my conduct in the course of my participation in the THE BANNA BEAST CHALLENGE event. For the purposes hereof, "claims" includes all actions and causes of action, claims, losses, costs,

expenses and damages, including legal fees and related expenses. This indemnity shall survive the expiration or sooner termination of the THE BANNA BEAST CHALLENGE event.

.... Initial Other Agreements

Venue and Jurisdiction:

I understand that if legal action is brought, the courts of Ireland have the sole and exclusive jurisdiction over the action and that only the substantive laws of Ireland shall apply.

Severability:

I understand and agree that this Assumption of Risk, Waiver of Liability, and Indemnification Agreement is intended to be as broad and inclusive as is permitted by laws of Ireland 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.

Integration:

I affirm that this agreement supersedes any and all previous oral or written promises or agreements. I understand that this is the entire Agreement between me and THE BANNA BEAST CHALLENGE, and cannot be modified or changed in any way by representations or statements by any agent or employee of THE BANNA BEAST CHALLENGE. This Agreement may only be amended by a written document duly executed by all parties.

Mediation and Arbitration:

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 formalised by a written contractual agreement at that time. The cost of mediation shall be shared equally by the parties.

.... Initial Agreements for the Protection of Participants:

I assert that I am in good health and in proper physical condition to safely participate in the THE BANNA BEAST CHALLENGE event. I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in the THE BANNA BEAST CHALLENGE event, or that would result in my participation creating a risk of danger to myself or to others.

I acknowledge that THE BANNA BEAST CHALLENGE recommends and encourages each client to get medical clearance from his/her general practitioner prior to participation.

I assert that I have not been advised or cautioned against participating by a medical practitioner.

I understand that it is my responsibility to continuously monitor my own physical and mental condition during the Course, 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.

In the event of an injury to me that renders me unconscious or incapable of making a medical decision, I authorise appropriate THE BANNA BEAST CHALLENGE personnel and emergency medical personnel at the event to make emergency medical decisions on my behalf (including, but not limited to CPR and AED).

I authorise THE BANNA BEAST CHALLENGE to secure emergency medical care or transportation when deemed necessary by THE BANNA BEAST CHALLENGE.

I agree to assume all costs of emergency medical care and transportation if applicable.

I acknowledge that THE BANNA BEAST CHALLENGE has instituted its rules for the protection of the participant and co-participants. I agree to familiarise myself with those rules and follow them throughout the event. I also recognise the authority of THE BANNA BEAST CHALLENGE to halt my participation (and, if necessary, have me removed from the Venue) if my participation, conduct, or presence endangers myself or my co-participants.

Acknowledgment of Understanding:

I have read this Assumption of Risk, Waiver of Liability, and Indemnification Agreement 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 signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability due to the INHERENT RISKS of the activity, to the greatest extent allowed by the law of Ireland.