BORN SURVIVOR
PARTICIPANT WAIVER & ACKNOWLEDGEMENT OF RISK

READ THIS DOCUMENT CAREFULLY BEFORE ACCEPTING IT. BORN SURVIVOR IS A PHYSICALLY DEMANDING OUTDOOR OBSTACLE-COURSE EVENT AND PARTICIPATION INVOLVES INHERENT RISKS OF INJURY.

This Participant Waiver & Acknowledgement of Risk ("Waiver") applies to participation in a Born Survivor event and related event activities. It is intended to record the participant's understanding of the nature and inherent risks of the activity, their responsibilities while participating, and their consent to reasonable emergency assistance. It does not exclude any liability that cannot lawfully be excluded.

1. NATURE OF THE EVENT

I understand that Born Survivor is a physically demanding outdoor obstacle-course event conducted over natural and man-made terrain. It may involve running, walking, climbing, crawling, jumping, balancing, carrying, mud, water, steep or uneven ground, confined or restricted spaces, obstacles at height, slippery surfaces and exposure to changing weather conditions.

I understand that the course is deliberately challenging and that injury can occur even when reasonable precautions are taken.

2. INHERENT RISKS

I understand and accept the inherent risks normally associated with an obstacle-course event of this nature. These include, without limitation:

- slips, trips and falls on mud, grass, stone, timber, metal, plastic and other natural or constructed surfaces;
- collisions or contact with other participants, spectators, event personnel, obstacles, trees, vegetation, fencing, structures, vehicles or equipment;
- sprains, strains, bruising, cuts, abrasions, fractures, dislocations and other musculoskeletal injuries;
- falls from, onto or around obstacles, including climbing and descent elements;
- immersion in or contact with natural or man-made water, mud and wet ground, including the risk of swallowing water, cold exposure and water-related illness;
- heat, cold, rain, wind, sun, reduced visibility and other weather-related effects;
- fatigue, dehydration, dizziness, fainting, over-exertion and aggravation of an existing or previously unknown condition;
- contact with insects, plants, animals, agricultural land, soil and naturally occurring environmental hazards;
- fire, smoke or other special effects where used and specifically identified by the event;
- the possibility of serious injury, permanent disability or, in exceptional circumstances, death.

I understand that this list cannot describe every possible risk and that conditions can change during an outdoor event.

3. MY FITNESS AND HEALTH

I am responsible for deciding whether I am sufficiently fit, healthy and physically capable of participating safely. If I have any doubt, relevant medical condition, recent injury or illness, am pregnant, or have been advised to restrict strenuous exercise, I will seek appropriate medical advice before taking part.

I will not participate if I am unwell, injured or impaired to an extent that makes participation unsafe for me or others.

I understand that Born Survivor does not carry out a medical examination of participants and acceptance of my entry is not confirmation that I am medically fit.

4. MY RESPONSIBILITY DURING THE EVENT

I will continuously assess my own condition and ability during the event. I will slow down, bypass an obstacle where permitted, stop, withdraw or seek assistance if I believe continuing would be unsafe.

I understand that I do not have to attempt an obstacle that I consider beyond my capability. I will use any designated bypass and follow marshal instructions.

If I am injured or become unwell, I will tell a marshal or member of event staff as soon as reasonably possible. If I cannot continue, I will remain on or beside the marked route where it is safe to do so and seek assistance rather than taking an unapproved shortcut.

I will not participate while impaired by alcohol, illegal drugs or any substance that makes participation unsafe.

5. RULES, BRIEFINGS AND INSTRUCTIONS

I will read relevant participant information, attend any mandatory safety briefing and follow reasonable instructions given by Born Survivor staff, marshals, medical personnel, contractors, landowners or venue personnel.

I understand that Born Survivor may require me to bypass an obstacle, stop participating or leave the course if it reasonably considers this necessary for safety or welfare.

I will behave responsibly and will not deliberately endanger another person or damage event or venue property.

6. WATER AND SPECIAL OBSTACLES

I understand that water obstacles and natural water features carry additional risks, including slips, immersion, cold, reduced visibility and difficulty exiting the water.

I will not jump into any obstacle unless it is expressly designed and I have been instructed to do so by the obstacle marshal.Diving is strictly prohibited at all obstacles and I will follow all water-safety instructions.

If I am not a confident swimmer or have any concern about a water obstacle, I will inform the marshal and use an available bypass where instructed.

I will pay particular attention to any obstacle-specific warning provided in participant information, at the safety briefing or by marshals.

Walls and structures - No climbing is permitted on the sides/ends of structures. All walls must be climbed on the wall face and without the assistance of supporting struts and beams.

7. EMERGENCY MEDICAL ASSISTANCE

If I am injured or become ill, I consent to reasonable first aid and emergency medical assistance being provided or arranged by appropriately trained event or medical personnel.

I authorise emergency services and medical professionals to make decisions about urgent treatment and transport in accordance with their professional judgement where I am unable to give instructions myself.

I understand that the event may take place over rural or difficult terrain and that access, extraction and transfer to definitive medical care may take time.

8. CHANGES, SUSPENSION OR CANCELLATION FOR SAFETY

I understand that Born Survivor may alter, bypass or close an obstacle, change the route or distance, delay a start, suspend activity or stop the event where reasonably necessary because of weather, ground conditions, an incident, emergency, instructions from emergency services or authorities, or another safety or operational concern.

I will comply promptly with instructions given in those circumstances. Commercial rights relating to cancellation, postponement, transfer, deferral or refund are governed by the separate Event Terms & Conditions.

9. PERSONAL PROPERTY

I am responsible for my own clothing, footwear, equipment and personal belongings and will use equipment suitable for the conditions. I understand that mud and water may damage clothing, footwear and electronic devices.

10. PHOTOGRAPHY AND EVENT MEDIA

I understand that photography, video and audio recording may take place at the event and that I may appear incidentally or deliberately in event imagery. Use of event imagery and personal data is governed by the Event Terms & Conditions and Born Survivor's Privacy Policy.

11. ACKNOWLEDGEMENT OF RISK AND LEGAL RIGHTS

I freely choose to participate with knowledge of the nature of the event and the inherent risks described in this Waiver.

I accept responsibility for risks inherent in the activity and for the consequences of my own failure to follow reasonable safety instructions or to act within my capability.

Nothing in this Waiver excludes or limits liability for death or personal injury caused by the negligence of Born Survivor Events Ltd or another person where such liability cannot lawfully be excluded, nor does it affect any other statutory right that cannot lawfully be excluded.

12. UNDER-18 PARTICIPANTS

Where the participant is under 18, the parent or legal guardian completing this Waiver confirms that they have read and understood it, have explained the nature of the event and relevant safety requirements to the participant in an age-appropriate way, and give permission for the young person to participate subject to the event's age rules.

The parent or guardian also consents to reasonable emergency first aid and medical assistance being arranged for the young participant where required.

13. PARTICIPANT DECLARATION

By signing or electronically accepting this Waiver, I confirm that I have read and understood it, have had the opportunity to consider the risks described, and agree to comply with the event rules and reasonable safety instructions.

I confirm that the information I provide during registration is accurate to the best of my knowledge.