

LAST RUCKER STANDING

presented under RUCK90 x Buffalo Mentality

WAIVER, RELEASE OF LIABILITY, ASSUMPTION OF RISK, COVENANT NOT TO SUE, ARBITRATION AGREEMENT & MEDIA RELEASE

This Waiver applies to any person participating as a Competitor ("Rucker"), Crew Member, Volunteer/Ops Team member, Sponsor or sponsor representative, spectator, or other staff member (each, individually and collectively, a "Participant") in Last Rucker Standing, including all activities before, during, and after the event, at The Gathering Farm, 140 Waldon Road, Moore, SC 29369, on October 9-11, 2026, and any related activities, training sessions, media production, or ancillary events (collectively, the "Event"). A Rucker may register up to two (2) Crew Members to provide personal aid and support during the Event; each Crew Member must independently complete and sign this Waiver prior to participating, and must independently satisfy the age requirement in Section 3. Last Rucker Standing is an 18-and-over event. No person under the age of 18 may register, participate, volunteer, or attend as a spectator in any capacity, and this Waiver does not accommodate minors. By checking the box and submitting the registration form associated with this Waiver, I ("I", "my", or "myself") acknowledge, accept, and agree to the following:

1. NATURE OF THE EVENT & ASSUMPTION OF RISK

(1) Last Rucker Standing is a 48-hour backyard-ultra-style rucking event in which Participants complete a timed 2-mile loop on the hour, every hour, wearing a ruck of at least 20 lbs at all times, until they voluntarily withdraw, are disqualified, or are the last person remaining. I understand this format involves extended physical exertion, cumulative fatigue, and severe sleep deprivation over a continuous 48-hour period.

(2) I understand that the risk of serious injury, illness, permanent disability, and/or death is significant and inherent to this Event, and may include, without limitation: (i) musculoskeletal injury including sprains, strains, stress fractures, and fractures; (ii) heat-related illness including heat exhaustion and heat stroke; (iii) cold-related injury including hypothermia and frostbite; (iv) dehydration and electrolyte imbalance; (v) blisters, chafing, and skin breakdown; (vi) cardiac events; (vii) impaired judgment, coordination, and reaction time due to sleep deprivation; (viii) injury from uneven terrain, low light, or nighttime conditions on the course; (ix) injury involving farm equipment, livestock, fencing, structures, vehicles, or other hazards present on working farmland; (x) insect stings, animal bites, and exposure to poisonous plants; (xi) injury caused by the acts or omissions of other Participants; and (xii) death.

(3) After having the opportunity to fully inform myself about the nature and demands of the Event, I acknowledge that Last Rucker Standing, Buffalo Mentality, RUCK90, and the Releasees (defined below) have taken reasonable steps to promote Participant safety, including on-site medical support, but that no amount of caution eliminates the inherent risks of an extended overnight endurance event on rural, working farmland. I KNOWINGLY, VOLUNTARILY, AND FREELY ASSUME AND ACCEPT ALL SUCH RISKS, and assume full responsibility for any resulting injury, disability, or death.

(4) I agree to comply with all posted rules, course markings, zone restrictions, and instructions given by Event officials and Volunteer/Ops Team members, including the mandatory ruck weight, wear-at-all-times requirement, and check-in cadence. If I observe an unusual or significant hazard, I will remove myself from participation and report it to the nearest Event official immediately.

(5) I understand that failure to check in within the required activity window, failure to maintain the minimum ruck weight, or violation of zone or conduct rules may result in immediate disqualification at the sole discretion of Event officials, and that such determinations are final.

(6) I agree that I will not participate in, crew for, volunteer at, or attend the Event while under the influence of alcohol or any impairing substance not disclosed to and cleared by on-site medical staff. I understand that Event officials may remove any Participant from the course or venue, without refund, if impairment is reasonably suspected, and that such determinations are final.

(7) I understand that it is my sole responsibility to continuously monitor my own physical and mental condition throughout the Event. I agree to withdraw immediately and to notify the nearest Event official if, at any point, my continued participation would create a risk of danger to myself or to any other Participant, Volunteer/Ops Team member, or spectator.

(8) I specifically agree to abide by the following conduct rules during the Event: I will not enter livestock zones, barns, or other restricted farm structures unless directed by Event officials; I will not operate or park any vehicle on the course or in any zone not designated for vehicle access; I will use only designated restroom and latrine areas; and I will not bring pets, wheeled conveyances, or unauthorized equipment onto the course. Except as otherwise prohibited by law, I agree not to

challenge the rules, directions, instructions, or decisions of Event officials on any basis at any time, and I acknowledge that they are reasonable and necessary to protect the safety of Participants, spectators, personnel, and the working farm on which the Event is held.

2. RELEASE OF LIABILITY & COVENANT NOT TO SUE

(9) To the fullest extent permitted by law, I, on behalf of myself and my heirs, assigns, spouse, personal representatives, and next of kin, forever WAIVE, RELEASE, DISCHARGE, and COVENANT NOT TO SUE Buffalo Mentality, Last Rucker Standing, RUCK90, Knotted Threads, The Gathering Farm and its owners and operators, all other Participants, and their respective owners, officers, directors, employees, contractors, medical providers, media and production partners, Volunteers/Ops Team members, representatives, agents, sponsors, and affiliates (collectively, the "Releasees") WITH RESPECT TO ANY AND ALL CLAIMS, LOSSES, INJURY, DISABILITY, DEATH, AND/OR DAMAGE TO PERSON OR PROPERTY arising out of or in connection with my participation in, attendance at, volunteering for, or sponsorship of the Event, however caused, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE OF THE RELEASEES.

(10) I further agree to INDEMNIFY, DEFEND, AND HOLD HARMLESS the Releasees from any loss, liability, cost, claim, or damage, including reasonable attorney's fees, arising from my participation in or association with the Event, even where such loss, liability, cost, claim, or damage is caused in whole or in part by the negligence of the Releasees.

(11) I understand that Last Rucker Standing and The Gathering Farm are not responsible for theft, loss, or damage to personal property, including tents, gear, vehicles, or crew equipment left on-site, and that any property brought to the venue is left entirely at my own risk. I further agree that I am financially responsible for any damage I cause to farm property, equipment, structures, fencing, or livestock, whether caused by me, my vehicle, or my Crew Member, during the Event.

3. FITNESS TO PARTICIPATE & MEDICAL CONSENT

(12) I attest that I am at least 18 years of age and am legally signing on my own behalf. I understand that Last Rucker Standing does not permit participation, volunteering, sponsorship, or spectating by any person under the age of 18 under any circumstances, and that this Waiver is void if I am under 18. I attest that I am free from illness, injury, or medical conditions that could interfere with safe participation in an extended overnight endurance event, and that I am physically fit and adequately trained for the demands of this Event.

(13) I acknowledge that Last Rucker Standing strongly recommends that all Participants obtain clearance from a licensed physician prior to registering for or participating in this Event, given its extended duration and physical demands, and that the decision not to seek such clearance is made at my own risk and discretion.

(14) I attest that I am covered by medical insurance, either individually or through an organization, and I will not participate in any aspect of the Event if I am not covered by medical insurance at the time of the Event.

(15) I agree to assume full financial responsibility for any and all medical costs incurred as a result of my participation in the Event that are not covered by my insurance, including without limitation 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 Releasees from all liability for such costs.

(16) I consent to the administration of first aid and other medical treatment, including evacuation and transport, by on-site medical staff or emergency services in the event of injury or illness during the Event, and I release and indemnify the Releasees from any liability arising from such treatment. I authorize the use and disclosure of relevant personal health information to medical providers in connection with such treatment.

4. EVENT MODIFICATIONS & CANCELLATION

(17) The Releasees reserve the right, in their sole discretion, to postpone, cancel, modify, or shorten the Event due to weather, safety conditions, venue issues, or other factors beyond their control. I understand and agree that my registration fee is paid solely in exchange for the opportunity to participate in the Event to the best of my ability, and does not entitle me to complete the Event or to any refund if I withdraw, am disqualified, or if the Event is postponed, cancelled, modified, or shortened for any reason.

5. MEDIA, IMAGE & LIVESTREAM RELEASE

(18) In consideration for being allowed to participate in the Event, I grant the Releasees permission to use, reproduce, sell, disseminate, broadcast (including via live stream on Instagram, Facebook, YouTube, or other platforms), and distribute any photograph, image, video, recording, or other depiction of me and my participation in the Event, including name, nickname, likeness, voice, and biographical information, for any legitimate purpose connected to the promotion of the Event, Last Rucker Standing, Buffalo Mentality, RUCK90, or Knotted Threads, in perpetuity and without compensation of any kind.

6. DISPUTE RESOLUTION & ARBITRATION

(19) Any dispute, claim, or controversy arising out of or relating to this Waiver or my participation in the Event, including disputes over the validity, enforceability, or scope of this arbitration provision, shall be resolved exclusively by binding arbitration administered in Spartanburg County, South Carolina, under the rules then in effect for the arbitration administrator selected by the Releasees. I expressly consent to the exercise of personal jurisdiction in the State of South Carolina in connection with any such dispute. Judgment on the arbitration award may be entered in any court of competent jurisdiction. I WAIVE ANY RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION with respect to any such dispute.

(20) If any portion of this arbitration provision is found unenforceable, the remainder shall remain in full force, and any dispute not subject to arbitration shall be brought exclusively in the state or federal courts located in Spartanburg County, South Carolina.

7. ELECTRONIC SIGNATURE

(21) I agree that my electronic acceptance of this Waiver, by checking the box and submitting the registration form, constitutes a valid signature under the South Carolina Uniform Electronic Transactions Act and carries the same legal force and effect as a handwritten signature.

8. GOVERNING LAW & SEVERABILITY

(22) This Waiver shall be governed by the laws of the State of South Carolina. If any provision of this Waiver is deemed invalid or unenforceable by a court of competent jurisdiction, all remaining provisions shall remain in full force and effect.

ACKNOWLEDGMENT

I HAVE READ AND FULLY UNDERSTAND THIS WAIVER. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE AND THE RIGHT TO A JURY TRIAL, BY CHECKING THE BOX BELOW AND SUBMITTING THIS FORM, AND I DO SO FREELY AND VOLUNTARILY. CHECKING THE BOX AND SUBMITTING THIS FORM CONSTITUTES MY ELECTRONIC ACCEPTANCE OF THIS WAIVER IN FULL, WITH THE SAME FORCE AND EFFECT AS A HANDWRITTEN SIGNATURE.

AGE CERTIFICATION

LAST RUCKER STANDING IS AN 18-AND-OVER EVENT. THIS WAIVER IS VOID AND PARTICIPATION IS PROHIBITED IF THE SIGNER IS UNDER 18 YEARS OF AGE. NO PARENT, GUARDIAN, OR THIRD-PARTY SIGNATURE MAY BE SUBSTITUTED FOR A MINOR.