

VENUE AGREEMENT

This will confirm that the parties have agreed the licensed use of certain property to Tough Mudder Event Production Incorporated, so that Tough Mudder Event Production Incorporated may operate its obstacle course challenge series, upon and subject to the provisions set forth below and the Terms and Conditions attached as Exhibit A, which are incorporated into and form a part of this Venue Agreement (this Venue Agreement and such Terms and Conditions, collectively, the "Agreement").

Definitions and Interpretation	
Parties (each a "party" and collectively, the "parties")	Tough Mudder Event Production Incorporated, a Delaware corporation ("TM"), whose address is 15 MetroTech Center, 7 th Floor, Brooklyn, NY 11201 Contact Person: Frank Wheatley; Frank.wheatley@toughmudder.com; 718-701-8134 Prince William County ("Venue"), whose address is 1 County Complex Woodbridge, VA 22192 Contact Person: Mark Kowalewski; Mkowalewski@pwcgov.org; 703-792-8423
Effective Date	November 20 th , 2018
Execution Date	November 20 th , 2018
Term	The Effective Date through December 31 st , 2023, unless extended or sooner terminated pursuant to the terms of this Agreement.
Property	Silver Lake Park: 15800 Silver Lake Rd, Haymarket, VA 20169, which consists of approximately Two Hundred and Thirty Two acres (232 acres) of parking areas, recreation areas, creeks, ponds, woodlands, and trails; and 16198 Silver Lake Rd, Haymarket, VA 20169, which consists of approximately Forty-Four (44 acres) and is leased to Rainbow Therapeutic Riding Center ("RTRC"). Venue represents, covenants and warrants that it has and shall for the duration of the Term have full rights and authority to grant the rights herein to TM with respect to RTRC.
Events	The Tough Mudder event series. The Events are typically held over a weekend period and may last between one to four (1-4) calendar days (for the avoidance of doubt, for purposes of this Agreement, all consecutive calendar dates featuring a Tough Mudder event series event shall be considered one (1) Event).
Venue Fee	\$1, payable within thirty (30) days of execution of this Agreement, subject to Venue issuing an invoice in connection therewith.
Event Fee	\$1, payable in all instances within 30 days after the applicable Event's last scheduled date.
Miscellaneous Terms	TM agrees that for each calendar year that an Event is held at the Venue, TM shall make a \$1,000 donation to RTRC. Furthermore, TM shall provide insurance coverage to RTRC equal to the amount specified in A-4 with RTRC listed as additional insured during the course of the event.

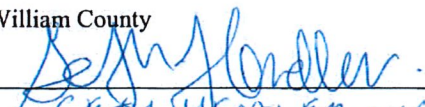
Integration. This Agreement contains the complete understanding existing between the parties and supersedes all prior written or verbal agreements or understandings (including all negotiations, term sheets, letters of intent and prior drafts of this Agreement) relating to the subject matter hereof. This Agreement may not be amended or otherwise modified except by a writing signed by authorized representatives of Venue and TM.

Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which taken together shall constitute one single agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or electronic transmission shall be effective and shall have the same force and effect as delivery of an original executed counterpart of this Agreement.

Counsel Review. The parties acknowledge and agree that: (i) each party and counsel of its choosing reviewed and negotiated the terms and provisions of this Agreement and have contributed to its revision; and (ii) this Agreement shall be interpreted neutrally and without regard to the party that drafted it and, in particular, no rule of construction shall be applied as against any party that would result in the resolution of an ambiguity contained herein against the drafting party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Execution Date with the intent that it be effective as of the Effective Date.

Prince William County

By: 
Name: SETH HENDERLER-VOSS
Title: DPRT DIRECTOR

Tough Mudder Event Production Incorporated

By: 
Name: KYLE MCLAUGHLIN
Title: SVP of Operations

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EXHIBIT A – TERMS AND CONDITIONS
Venue: Prince William County

1. INTERPRETATION.

a. Definitions. For purposes of this Agreement, the following capitalized terms shall have the following meanings:

- i. “**Course**” shall mean the Event design on the Property, including the route and obstacles used for the Event, the location of parking, base area (including concessions area), spectator areas and any other areas to be utilized by TM in preparation for or conduct of the Event
- ii. “**Exclusivity Damages**” shall mean an amount equal to the Event Fee.
- iii. “**Force Majeure Event**” shall mean any act, event or condition (except, in each case, for the payment of money) which is beyond the reasonable control of the Party asserting the Force Majeure (defined below), which wholly or partially prevents or delays the performance of any of the duties, responsibilities or obligations of the Party asserting the Force Majeure. The term “**Force Majeure**” shall include, but not be limited to, an act of God; an act of the public enemy; civil disturbance or unrest; lawsuits; injunctions; lightning; fire, explosion or other serious casualty; water damage; terrorist attack (or threats thereof); epidemics; strike, lock-out or labor dispute (without regard to the reasonableness of any Party’s demands or any Party’s ability to satisfy such demands); accident or sabotage; unusually severe weather (including hurricane, earthquake, tornado, landslide or flood); war (whether declared or not) or threats thereof; blockades; embargoes; condemnation or other taking by the action of any governmental body on behalf of any public, quasi-governmental or private entity; other governmental action or change in Law; or shortages or failures of sources of labor, material, energy, fuel, water, other vital utility, equipment or transportation provided, however, that a Force Majeure shall exclude any of the foregoing events caused by the asserting Party’s gross negligence or willful misconduct.
- iv. “**Insolvency Event**” shall mean, with respect to any Party, the occurrence of any of the following:
 - (a) such Party commences a voluntary case concerning itself under any bankruptcy, liquidation or insolvency code;
 - (b) an involuntary case under any bankruptcy, liquidation or insolvency code is commenced against such Party and the petition is not controverted within 10 business days, or is not dismissed within 60 days, after commencement of the case;
 - (c) a custodian is appointed for, or takes charge of, all or substantially all of the property of such Party or such Party commences any other proceedings under any reorganization, arrangement, adjustment of debt, relief of debtors, dissolution, insolvency or liquidation or similar law of any jurisdiction whether now or hereafter in effect relating to such Party or there is commenced against such Party any such proceeding which remains undismissed for a period of 60 days;
 - (d) any order of relief or other order approving any such case or proceeding is entered;
 - (e) such Party is adjudicated insolvent or bankrupt;
 - (f) such Party suffers any appointment of any custodian, receiver or the like for it or any substantial part of its property to continue undischarged or unstayed for a period of 60 days; (vii) such Party makes a general assignment for the benefit of creditors;
 - (g) such Party shall fail to pay, or shall state that it is unable to pay, or shall be unable to pay, its debts generally as they become due;
 - (h) such Party shall call a meeting of its creditors with a view to arranging a compromise or adjustment of its debts;
 - (i) such Party shall by any act or failure to act consent to, approve of or acquiesce in any of the foregoing;
 - (j) any action is taken by such Party for the purpose of effecting any of the foregoing.
- v. “**Laws**” shall mean all applicable statutes, rules, regulations, ordinances, permits, codes, court orders and laws of (i) any nation, (ii) any state, province commonwealth, territory or possession of such nation and any political subdivision thereof (including counties, cities, municipalities and the like, or (iii) any agency, authority or instrumentality of any of the foregoing, including any court, tribunal, division, department, bureau, commission or board.
- vi. “**Losses**” shall mean all actions, causes of action, suits, debts, obligations, losses, damages, amounts paid in settlement, liabilities, costs, and expenses whatsoever, including reasonable attorneys’ fees.
- vii. “**Parking Area**” shall mean areas of the Property designed and designated for parking as shown on the Venue Map.



- viii. **"Person"** shall mean an individual, corporation, partnership, limited liability company, estate, trust, joint venture, association, government (and any branch, division, agency or instrumentality thereof), governmental entity or other entity.
 - ix. **"TM Marks"** shall mean the names, trademarks, trade names, service marks, copyrights, logos, symbols, emblems, designs, colors, brands, identifications and designations of TM.
 - x. **"Use Restrictions"** shall mean the applicable provisions of all (i) Laws; and (ii) contractually imposed requirements of any location, site or medium where (or through which) an Event may be held, presented or transmitted, including the rules, regulations, standards, guidelines and manuals governing the use, occupancy and operation of the Events and Event Premises, as established and amended by TM from time to time, and other restrictions imposed on users or advertisers of the Events and at the Event Premises, in each case, as they may be adopted, amended, supplemented or otherwise changed from time to time.
 - xi. **"Venue Map"** shall mean the map of the Property as set forth on Annex A-1 attached hereto.
 - xii. **"Venue Marks"** shall mean the names, trademarks, trade names, service marks, copyrights, logos, symbols, emblems, designs, colors, brands, identifications and designations of Venue.
- b. **Interpretative Provisions.** Terms for which meanings are defined in this Agreement shall apply equally to the singular and plural forms of the terms defined. Whenever used in any provision of this Agreement, the term "including" means including but without limiting the generality of any description preceding or succeeding such term. The section headings of this Agreement are for reference purposes only and are to be given no effect in the construction or interpretation of this Agreement. All references to "sections," "schedules" or "exhibits" shall be references to the sections, schedules and exhibits to this Agreement, as amended, modified, supplemented or restated from time to time. All references to this "Agreement" shall include all such sections, schedules and exhibits.

2. GRANT OF RIGHTS.

- a. **Event Rights.** Subject to the terms and conditions set forth in this Agreement, Venue hereby grants to TM, and TM hereby accepts, during the Term, the right and license to operate a minimum of one (1) Event per calendar year on the Property. In connection therewith:
 - i. TM shall provide Venue with a minimum of six (6) months' written notice when it wishes to hold an Event on the Property. In connection therewith, Venue shall notify TM in writing within five (5) business days of such written notice if the requested dates are not available, and to provide TM with all available dates at that time. Once the parties agree on such date(s), the parties hereto shall execute Event Agreement (a form of which is attached hereto as Annex A-2), which shall be subject to the terms and conditions contained in this Agreement.
 - (a) If, after agreeing to such date(s), the parties are unable to agree on the Event Agreement within thirty (30) days, the parties agree to mediate the dispute.
 - ii. The parties hereto agree and acknowledge that TM is entering into this Agreement due to the character and nature of the Property being suitable to operate the Events. In accordance therewith, if the Property is materially altered during the Term so that TM cannot operate the Events (as determined in TM's reasonable discretion based on its industry experience), such alteration shall be deemed a breach of this Agreement.
 - iii. Unless provided otherwise in this Agreement, (1) TM shall be solely responsible for procuring and paying for any Event related equipment, items or staff, including the selection of all third party vendors, (2) TM shall be solely responsible for managing Event operations, (3) TM shall have the exclusive rights to any revenue streams relating to the operation of the Events, and (4) Venue shall not offer any items, products or services at the Events or to Event attendees without the express written permission of TM.
- b. **Footage License.** During the Unrestricted Access Period, Venue hereby grants to TM, and its designated employees, agents, licensees, and assigns the exclusive right and license to enter the Property to make recordings, films, tape and/or photographs on and of the Property (including, but not limited to any trademarks, trade names or logos owned or controlled by Venue) (collectively, "**Recordings**"), and the right to edit, broadcast and/or transmit and use such Recordings in perpetuity in any manner and media, now existing or hereafter developed throughout the universe in perpetuity in such manner and to such extent as TM may elect ("**Licensed Use**"). In this regard, TM shall have the right to bring appropriate personnel and equipment, including without limitation, props, sets and recording devices to the Property in the reasonable exercise of the Licensed Use. All rights of every kind in and to the Recordings shall remain vested in TM, and TM may exhibit, advertise, promote, use and re-use all such rights and items in connection with the Licensed Use or any portion thereof, in all media (now known or hereafter devised), in perpetuity, throughout the world.
- c. **Concessions and Merchandise.** During the operation of each Event, Venue hereby grants to TM the following exclusive rights, in accordance with applicable Laws:

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- i. TM and its agents and independent contractors shall have the exclusive right to sell all food concessions, including the sale and giveaway of beer and alcohol to Event attendees, with no payment to Venue for such license. All profits from the same shall remain solely with TM. In connection therewith, TM shall be permitted to sell any brand of beer and alcohol at the Event.
 - ii. TM and its agents and independent contractors shall have the exclusive right to sell any merchandise on the Property during the operation of the Events. No fee will be provided to Venue for any merchandise sold at the Events.
 - iii. The parties acknowledge that by entering into the Venue Agreement, unless expressly provided therein, the Venue has not waived the obligations otherwise applicable to TM, including securing all necessary permits and any other obligations set forth in this Agreement.
 - d. **Parking.** TM and its agents and independent contractors shall be responsible for managing the parking of vehicles at the Event, including but not limited to parking operations in the Parking Area and the use and operation of any off-site lots. TM shall have the exclusive right to charge for parking during the Event and to retain such revenues.
 - e. **Sponsorship.** In connection with TM's operation of the Events, TM may enter into any third party sponsorship/partnership (a "Sponsor") arrangement without the payment of any fee to the Venue by either TM or Sponsor, subject to the following:
 - i. Venue shall not be permitted and is not authorized to allow any sponsors to attend or participate as sponsors at the Event, whether existing or otherwise, without the express written permission of TM and in TM's sole discretion.
 - ii. A minimum of five (5) days before each Event, Venue shall either remove or cover from sight any and all third party brand marks of any entity other than Venue that are not approved by TM.
 - f. **Marketing.** In connection with the promotion of the Events at the Property, TM is hereby permitted to engage in the following promotional activities:
 - i. TM may promote the Event being held at the Property in the following ways (for the avoidance of doubt, the following list is non-exhaustive, and TM may engage in reasonable promotional activities that are commercially similar to the following):
 - (a) Before each Event, TM may send communications to TM's customers that will include the Venue's name, address, and logo, and such communications shall promote the Event on the Property.
 - (b) TM may include Venue's name and address on TM's website.
 - ii. During the Term, Venue shall provide TM with space to display Event-branded flyers, posters, banners and billboards on and around the Property in a form, size, and positioning to be approved in advance by Venue (such approval shall not be unreasonably withheld).
 - iii. Subject to TM's prior written approval, Venue shall send a minimum of two (2) Event-dedicated e-mail messages to its entire e-mail database promoting the Event at the Venue. The timing of the messages is to be mutually agreed upon. The content of such emails shall be provided to TM for its approval a minimum of one (1) week in advance of the relevant email distribution.
 - iv. Subject to TM's prior written approval, during the Term, Venue shall include the TM Marks with a link to the TM website on the homepage of Venue's website. Solely in connection therewith, TM hereby grants to Venue, during the Term of this Agreement, a limited, royalty-free, non-assignable, non-transferable, non-exclusive, revocable license to use the TM Marks.
 - v. Venue agrees that Venue and its agents and employees shall not speak on TM's behalf to the media, whether television, print, internet or any other type of media. Venue further agrees to refer all Event-related inquiries from any members of the media to TM's public relations team.
3. **TERM.** The expiration, termination or non-renewal of this Agreement for any reason shall be without prejudice to each party's rights against the other party and such expiration, termination or non-renewal of this Agreement shall not relieve either party of any of its obligations to the other party existing at the time of expiration, termination or non-renewal of this Agreement, including claims for damages arising directly or indirectly out of any breach or default, nor will it terminate those obligations of each party which by their nature survive the expiration, termination or non-renewal of this Agreement.
4. **FEES.**
- a. **Venue Fee.** TM shall pay Venue a non-refundable Venue Fee for the exclusive rights granted to TM in Section 5 below.
 - b. **Event Fee.** Subject to the payment schedule set forth on the applicable Event Agreement, for each Event operated by TM on the Property during the Term, TM shall pay Venue a non-refundable Event Fee, which the parties agree compensates the Venue for the rights and obligations set forth herein and shall not be varied or amended during the Term (including for reasons based on expected Event attendees), provided, however:
 - i. TM shall not be obligated to pay any portion of the Event Fee if the entirety of an Event is not held for any of the following reasons: (x) due to a Force Majeure Event, (y) due to the wrongful acts or omissions of Venue, or (z) due to the inability to secure relevant permits and/or governmental permissions to operate the Event (with TM acting in good faith). In connection therewith, if Venue is in possession of any portion of the Event Fee, Venue shall return such portion of the Event Fee to TM within five (5) days of the cancellation of the entirety of the Event.

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- ii. TM shall be obligated to pay only the pro-rata portion of the Event (based on the amount of calendar days the Event is actually held on versus what is actually agreed upon in the applicable Event Agreement) if a portion of an Event is not held for any of the following reasons: (x) due to a Force Majeure Event, (y) due to the wrongful acts or omissions of Venue, or (z) due to the inability to secure or maintain relevant permits and/or governmental permissions to operate the Event (with TM acting in good faith). In connection therewith, if Venue is in possession of any unearned portion of the Event Fee, Venue shall return such portion of the Event Fee to TM within five (5) days of the cancellation of the portion of the Event.

5. EXCLUSIVITY.

- a. Exclusivity. During the Term, Venue shall not host or contract with any Person (other than TM) obstacle course mud runs at the Property in any calendar year in which TM hosts an Event at the Property without the express written permission of TM.
- b. Exclusivity Damages. Without limiting TM's rights and remedies under this Agreement, at law or in equity, each time that Venue breaches Section 5(a) above, Venue shall pay to TM the Exclusivity Damages, subject to the following: TM shall provide to Venue written notice of such breach, and Venue shall have five (5) days to remedy such breach. In the event that Venue does not remedy such breach, Venue shall pay to TM the Exclusivity Damages immediately. The parties acknowledge and agree that, as of the Effective Date, the Exclusivity Damages are a reasonable estimate of the actual damages TM would suffer and which are not easily determinable in the event the Venue breaches any of the obligations set forth above in Section 5(a), and are agreed upon as liquidated damages and not a penalty.

6. EVENT OPERATIONS.

- a. Access to Property. During the Term, Venue shall provide to TM the following access to the Property:
 - i. During the Term, Venue shall provide TM, its agents, employees and independent contractors with reasonable access to the Property during normal working hours seven (7) days/week to plan each Event (the "**Reasonable Access Period**").
 - ii. Beginning three (3) weeks prior to each Event and ending one (1) week after each Event, Venue shall provide TM, its agents, employees and independent contractors with unrestricted access to the Property during daylight hours, seven (7) days per week, to plan the applicable Event, complete any construction for the applicable Event, to set up for the applicable Event, and to tear down and clean up after the applicable Event (the "**Unrestricted Access Period**").
 - iii. Beginning five (5) days prior to each Event and ending one (1) day after each Event, Venue shall provide TM, its agents, employees and independent contractors with unrestricted and exclusive access to the Property (with no restrictions to hours) to set up for the applicable Event, host promotions and activations prior to the applicable Event, conduct the applicable Event, to complete the tear down and clean up after the applicable Event (the "**Unrestricted and Exclusive Access Period**").
 - iv. Driveways and entrances serving the Property will be kept clear and available to Venue and emergency vehicles at all times.
- b. Prince William County School Property Use
 - i. At no additional cost to TM, the Venue shall reserve the use of Ronald Wilson Reagan Middle School (the "**Middle School**") on behalf of TM as shown on the Venue Map beginning at 5 a.m. on the Event dates and ending at 5 a.m. one (1) day after each Event. TM shall provide all reasonable insurance requirements disclosed reasonably in advance of the first Event date, and execute any reasonable agreement(s) as may be required by Prince William County Schools as disclosed reasonably in advance of the first Event date. For the avoidance of doubt, Venue shall cause all such disclosures to be made by the applicable third party no later than 60 days in advance of the applicable Event. TM shall not use the Middle School outside of the Middle School Access Period without the written permission from Venue and the Middle School.
- c. Venue Map.
 - i. Venue represents, warrants and covenants that (1) it has the right to the Property for the uses herein described and that it may grant TM the rights to access and use herein granted; (2) it has provided TM with the Venue Map, which is an accurate map of the Property's legal property boundaries as of the Execution Date; and (3) the Venue Map shall show all areas of the Property that are designated as off-limits to TM or have restrictions on use by TM during the Term (the "**Restricted Areas**"). For those Restricted Areas that have restrictions, Venue must designate the extent of all such restrictions.
 - ii. During the Term, Venue may not amend the areas of the Property it has designated as Restricted Areas, unless: (1) a governmental entity designates part(s) of the Property as environmentally protected, provided that such environmental protection prevents the operation of an Event; (2) a natural disaster materially alters the topography of the Property so that Event operation on such areas of the Property results in Event operation being impractical; or (3) TM agrees in writing to such changes. In the event any of those events listed on Section 6(b)(ii)(1)-(2) occurs, Venue shall provide to TM written notice thereof as soon as is reasonably possible.

- d. Usage of Property.



- i. Venue shall ensure basic preparation of the Property before and between each of the Events, which shall include general upkeep (such as mowed grass, cleared brush, and litter pick up on the Property) all in accordance with commercially reasonable venue management industry standards.
 - ii. At least thirty (30) days prior to each Event during the Term, Venue agrees to clear all livestock, livestock dung, carcasses and other pre-existing waste or debris of any kind from those areas of the Property that TM shall build the Course on. In accordance therewith, at any time prior to the applicable Event, if TM provides written notice to Venue that the applicable portion of the Property has not been cleared of all livestock, livestock dung carcasses and other pre-existing waste or debris of any kind, Venue shall engage in a commercially reasonable industry remedy as soon as is reasonably possible.
 - iii. At Venue's sole cost, Venue agrees to provide the following for TM's use in connection with TM's operation of the Events:
 - (a) Any available water, sewerage, drainage and electricity on the Property for TM's use, including the use of natural water sources on the Property.
 - (b) Access to and usage of all existing floodlights on the Property.
 - (c) Any available barricades and/or bicycle racks.
 - iv. Venue agrees that any and all costs associated with Venue personnel (including Venue's employees, independent contractors and agents) and/or Venue representatives providing any service to TM or otherwise having access to the Property during the Term is included in the Event Fee, and TM will pay no additional fees to Venue in connection therewith.
 - v. At least 30 days prior to each Event during the Term, TM agrees to schedule and attend a preconstruction conference, which can take place either in-person or via phone call or teleconference, before starting construction, at a time convenient to Venue. The attendees shall be authorized representatives of TM, Venue and the signators of any other event agreements with TM in connection with the particular Event. The parties will discuss:
 - (a) Tentative work schedule.
 - (b) Designation of responsible personnel.
 - (c) Access to the premises.
 - (d) Use of the premises.
 - (e) Responsibility for temporary facilities and controls.
 - (f) Parking availability;
 - (g) Work and storage areas.
 - (h) Equipment deliveries.
 - (i) Site security.
 - (j) Working hours.
 - vi. TM will not allow any hazardous material to be brought upon, kept or used on the Property in a manner or for a purpose prohibited by or that could result in liability under any hazardous materials law. TM, at its sole cost and expense, will comply with all hazardous materials, Environmental Protection Agency (EPA) and the Department of Environmental Quality (DEQ) laws and regulations and prudent industry practice relating to the presence, treatment, storage, transportation, disposal, release or management of hazardous materials in, on, under or about the Property that TM brings upon, keeps or uses on the Property and will notify Venue of any and all hazardous materials TM brings upon, keeps or uses on the Property.
 - vii. TM shall use the Property in a lawful manner and shall comply with all ordinances of Prince William County, Virginia, and all laws of the Commonwealth of Virginia to include but not limited to the Department of Labor and Industry, Virginia Code Section 40.1-1, the Virginia Occupational Safety & Health Act, and all applicable federal laws and regulations and shall obtain and keep in effect all necessary permits and licenses required for any and all operations permitted herein.
- e. Course Design.
- i. TM, in consultation with Venue, shall be responsible for the creation, design, planning and construction of the Course (including any obstacles used as part of Course). For the avoidance of doubt, TM has ultimate final decision making and approvals in connection with such Course creation. In connection therewith, TM agrees that the Course shall comply with the Restricted Areas designated on the Venue Map.
 - ii. Venue agrees that TM may excavate any part of the Property that is not designated as a Restricted Area on the Venue Map.
 - iii. Subject to those limitations set forth on the Restricted Areas, nothing herein shall restrict TM from using (but not excavating) those areas of the Property designated as Restricted Areas on the Venue map.
- f. Storage.
- i. During the Term and at its own expense, TM may store any outstanding inventory, equipment and other items relating to the Event in storage trailer(s) (the "Storage Trailers"), and secure any Event obstacles, in a reasonably accessible

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location on the Property (as designated on the Venue Map). In connection therewith, Venue grants to TM reasonable access to such Storage Trailers during the Term, and any negotiating period following the Term.

- ii. Venue represents, warrants and covenants that the Venue Map accurately reflects those areas of the Property where TM may keep such Storage Trailers.
- iii. TM shall use reasonable efforts to ensure that any Storage Trailers on the Property remain secured and unable to be used or tampered with. Venue shall not be held responsible for any of TM's property losses or property damages.
- iv. Venue shall not have access to the secured obstacles or the contents of any Storage Trailers for any third party or Venue commercial and/or personal use.
- v. Venue must inform TM if any Storage Trailers or obstacles show signs of access or tampering as soon as Venue becomes aware of any such activity.

g. Cleaning and Restoration of Property.

- i. For each Event held on the Property, TM and Venue shall mutually agree to a restoration timeline to restore the Property to its pre-Event condition (less wear and tear) (the "**Restoration Timeline**") on the applicable Event Agreement. The parties agree that the Restoration Timeline may be subject to change for reasons including, but not limited to, adverse weather conditions and TM's accessibility to the Property after the Event. Should the Restoration Timeline require change, TM and Venue shall, in good faith, mutually agree upon a new reasonable timeline for TM to perform the Restoration Scope of Work.
- ii. After each Event, TM and Venue will determine the scope of work for TM to restore the Property to its pre-Event condition (less reasonable wear and tear), including but not limited to the removal of trash and the backfilling, grading, and stabilization of any holes excavated as part of the Course (the "**Restoration Scope of Work**"). Venue agrees that for purposes of ensuring TM's compliance with the Restoration Timeline and the Restoration Scope of Work, Venue shall take and maintain photographs of the portions of the Property used by TM (x) prior to TM engaging in any preparation work or excavation to build the Course, and (y) upon TM's notice to Venue of its completion of the Restoration Scope of Work.
- iii. Within 10 days of the completion of Restoration Scope of Work by TM as contemplated in this Section, the parties shall execute a release agreement releasing TM from any other obligations with respect to such Restoration Scope of Work (a form of such release is attached hereto as Annex A-5). If the parties cannot agree to the Restoration Scope of Work within the foregoing time frame, the parties agree to mediate the dispute
- iv. Notwithstanding any of the foregoing, the parties agree and acknowledge that certain areas and conditions of the Property do not require restoration due to the fact that such areas and conditions will naturally return to its pre-Event condition (e.g., grass regrowing) ("**Natural Conditions**"). Such Natural Conditions will be determined by written agreement by the parties, and if not memorialized in such written agreement, such Natural Conditions shall be those areas and conditions generally understood by a reasonable person to naturally return to its pre-Event condition. If any Natural Conditions of the Property do not naturally return to their pre-Event condition after the agreed Restoration Timeline, TM agrees to cover the reasonable restoration costs in accordance with the following procedure, provided that Venue can show actual evidence that such Natural Conditions deficiency is definitively linked to TM's operation of an Event at the Property:
 - (a) Venue shall submit written notice to TM at the conclusion of the agreed Restoration Timeline, which shall include a description of the damaged Natural Conditions, photographs of such damaged Natural Conditions and a detailed estimate of the costs to restore the Natural Conditions .
 - (b) TM shall respond to the notice within ten (10) business days. In such response, TM shall confirm the Natural Conditions damage to the Property and verify the estimated costs to restore such Natural Conditions.
 - (c) Either TM will restore the Natural Conditions or TM will authorize Venue to restore the Natural Conditions and send TM an invoice in connection therewith, payable within forty-five (45) business days of TM's receipt.

h. Securing Permits.

- i. Venue represents, warrants and covenants that it is (i) not aware of any Laws, ordinances, environmental restrictions, or other regulations that would prohibit TM's ability to operate the Event on the Property or to sell or giveaway beer or alcohol on the Property, (ii) in good standing with all applicable governmental authorities so that TM may operate the Event in accordance with the terms of this Agreement, and (iii) not subject to any legal injunctions or related bans or governmental actions that will prevent Venue and/or TM from procuring the applicable permits required to operate the Events on the Property.
- ii. TM shall apply for, at its own cost and expense, all the necessary permissions and approvals for the Event to be held on the Property from the relevant agencies and authorities.
- iii. Venue will use its reasonable best efforts to assist TM in obtaining such permissions and approvals, including but not limited to providing TM with Property maps and attending meetings with the relevant agencies and authorities.
- iv. Venue shall notify TM in writing immediately if it receives notice that any agency or authority is interested in discussing any permits related to any Event at the Property or if any agency or authority rejects the issuance of any permits relating to any Event at the Property.

- i. Parking. Venue shall ensure that any Parking Areas are suitable for the moving and parking of vehicles and are cleared of anything that might inhibit the parking or movement of vehicles. Venue further agrees to ensure that the Parking Areas are graded for parking. Without limiting any of Venue's obligations in connection with the Parking Areas, if any of the Parking Areas contained grass, Venue shall mow such portions of the Parking Areas between three to seven (3-7) days prior to each scheduled Event during the Term.
- j. Shipping. During the Term, Venue shall accept shipments on TM's behalf (without having to pay COD charges), provided that all packages or materials are labeled with a TM contact name. In connection therewith, Venue shall provide TM notice of the receipt of and store all such packages or materials on the Property with reasonable security in an area as mutually agreed upon by the parties.
- k. Waivers. TM shall require each Event participant, Event spectator, and Event volunteer to execute a liability waiver, which shall include, without limitation and to the extent permitted by applicable Law, a waiver of any and all claims, causes of action, or lawsuits against TM and Venue for any injuries or property damage resulting from the Event participant's participation in or the Event spectator's or Event volunteer's presence as a spectator or volunteer at the Event. A form of such waiver is attached as Annex A-3, provided, however, that TM may make amendments to such waivers as it deems reasonably necessary.

7. REPRESENTATIONS, WARRANTIES AND OTHER COVENANTS.

- a. General. Each party represents, warrants and covenants that (i) it has the full power and legal authority to enter into and perform this Agreement in accordance with its terms; (ii) all necessary approvals for the execution, delivery, and performance by it of this Agreement have been obtained; (iii) the execution, delivery and performance by it of this Agreement and its compliance with the terms and provisions hereof does not and will not conflict with or result in a breach of any of its other third Person agreements; and (iv) this Agreement has been duly executed and delivered by it and constitutes a legal, valid and binding obligation of it enforceable in accordance with its terms. Each party shall comply in all material respects with all Laws applicable to the exercise of its rights and performance of its obligations under this Agreement.
- b. Venue Specific. Venue represents, warrants and covenants that (i) it is not aware of any previous or current environmental contamination on the Property and is further unaware of any inquiries, surveys, investigations or claims related to any environmental contamination on the Property; and (ii) any Venue employees, agents or independent contractors that uses any of Venue's vehicles or machinery will be properly licensed and trained to use such vehicles or machinery for the Unrestricted Access Period, Unrestricted and Exclusive Access Period, Event dates and the tear down and clean up for each Event. Venue agrees to assume all liability for injury or property damage arising out of or in connection with the use of vehicles or machinery by Venue, Venue personnel, or Venue's agents on or around the Property during this period.

8. INTELLECTUAL PROPERTY.

- a. Venue's Use of TM Marks.
 - i. General. Venue recognizes and acknowledges, as between the parties, the exclusive right of TM to the TM Marks (and the goodwill attached thereto). Nothing in this Agreement serves to assign, convey, or transfer any right in any of the TM Marks (or any intellectual property right pertaining to TM) to Venue or any other Person. Venue agrees that all uses by Venue of the TM Marks shall, as between the parties, inure to the benefit of TM, and any right that may accrue to Venue related thereto and any goodwill associated therewith are hereby granted and assigned to TM or its designee upon the request of TM.
 - ii. Assignment of Rights. In the event that through performance of this Agreement, Venue has or acquires any interest in any TM Mark or any adaptations or derivative works created from any TM Mark or produced pursuant to this Agreement, Venue hereby grants and assigns to TM (or any designee as TM shall designate) any and all of the rights of Venue in and to the foregoing, including copyright and trademark rights, and any goodwill associated therewith. Venue shall cooperate with TM both during and after the Term to grant and assign any such interest to TM (or such designee), including the prompt execution of all necessary instruments to vest full title of, and all rights in and to, such interest in TM (or such designee).
 - iii. Additional Acknowledgments. Except as expressly permitted by this Agreement, Venue shall not, without TM's prior written consent, use, during or after the Term, any of the TM Marks or any names, trademarks, logos, symbols, emblems, designs, colors, identifications, designations, or other material that are confusingly similar thereto and/or that relate or refer thereto or any event or activity involving TM. No copyright or trademark involving or making use of one or more of the TM Marks may be procured or claimed by Venue without the prior written consent of TM in each instance, and any such copyright or trademark shall be owned by TM or another entity designated by TM. Venue may not sublicense any of the TM Marks to any Person without the prior written consent of TM. Venue shall cause to appear on all materials used in promotions or otherwise used appropriate copyright and/or trademark notices in the name of TM.
- b. Grant of License to TM. Subject to the terms of this Agreement, Venue hereby grants to TM a non-exclusive, royalty-free, worldwide, fully paid-up, irrevocable license to use the Venue Marks in connection with the promotion of the Events, to identify Venue as a location of the Events, and for related business purposes.

c. TM's Use of Venue Marks.

- i. General. TM recognizes and acknowledges, as between the parties, the exclusive right of Venue to the Venue Marks (and the goodwill attached thereto). Nothing in this Agreement serves to assign, convey, or transfer any right in any of the Venue Marks (or any intellectual property right pertaining to Venue) to TM or any other Person. TM agrees that all uses by TM of the Venue Marks shall, as between the parties, inure to the benefit of Venue, and any right that may accrue to TM related thereto and any goodwill associated therewith are hereby granted and assigned to Venue or its designee upon the request of Venue.
- ii. Assignment of Rights. In the event that through performance of this Agreement, TM has or acquires any interest in any Venue Mark or any adaptations or derivative works created from any Venue Mark or produced pursuant to this Agreement, TM hereby grants and assigns to Venue (or any designee as Venue shall designate) any and all of the rights of TM in and to the foregoing, including copyright and trademark rights, and any goodwill associated therewith. TM shall cooperate with Venue both during and after the Term to grant and assign any such interest to Venue (or such designee), including the prompt execution of all necessary instruments to vest full title of, and all rights in and to, such interest in Venue (or such designee).

9. **TERMINATION.**

a. Right of Termination.

- i. TM's Right of Termination. Without limiting any other rights or remedies TM may have under this Agreement, at law or in equity, TM shall have the right to terminate this Agreement by written notice given to Venue at any time after any of the following shall occur: (i) Venue materially breaches any material representations, warranties or obligations, and, if curable, such breach is not cured within fifteen (15) days after TM gives Venue written notice of such breach; or (ii) an Insolvency Event occurs with respect to Venue.
- ii. Venue's Right of Termination. Without limiting any other rights or remedies Venue may have under this Agreement, at law or in equity, Venue shall have the right to terminate this Agreement by written notice given to TM at any time after any of the following shall occur: (i) TM materially breaches any material representations, warranties or obligations, and, if curable, such breach is not cured within sixty (60) days after Venue gives TM written notice of such breach; or (ii) an Insolvency Event occurs with respect to TM.

b. Consequences of Termination. Upon any termination or expiration of this Agreement:

- i. Venue shall (i) have no further rights to use the TM Marks, (ii) remove all uses by Venue of the TM Marks from the public domain within 30 days after such termination or expiration, (iii) cooperate in good faith with TM to remove all TM owned property and equipment from the Property within a commercially reasonable time following such termination or expiration, and (iv) if the reason for a termination is due to an event under any of Section 9(a)(i) above, Venue shall pay for all removal and shipping of TM owned property and equipment from the Property and for the cost of TM removing all Venue Marks from the public domain; and
- ii. TM shall promptly cease all new uses of the Venue Marks, and shall cause all prior uses of the Venue Marks, other than on signage or existing inventories, to cease during the succeeding 30 day period.

For the avoidance of doubt, in the event that TM does not operate an Event at the Property during any calendar year during the Term, such non-occurrence shall not be deemed a breach of this Agreement.

10. **CONFIDENTIALITY.**

a. Definition. The Parties acknowledge that by reason of their relationship hereunder, they may from time to time disclose information regarding their business, products, technology, intellectual property and other information that is confidential and of substantial value to the other party, which value would be impaired if such information were disclosed to third parties ("**Confidential Information**"). The provisions of this Agreement shall be deemed to be Confidential Information.

i. Without limiting the generality of the definition of Confidential Information, the following shall be considered Confidential Information owned by TM:

- (a) Technical and business information relating to TM's proprietary and business ideas, intellectual property and/or trade secrets, existing and/or contemplated products and services, marketing and branding strategy, schematics, research and development, emergency action plans, production, costs, profit and margin information, finances and financial projections, customers, clients, and current or future business plans or models;
- (b) the design, construction, insurance, operation maintenance and/or management of the Events and their components, including but not limited to information regarding the design or construction of obstacles used in such Events.

b. Exceptions. Confidential Information shall not include information that (i) is or becomes generally available to the public other than as a result of the breach of the confidentiality obligations in this Agreement by the receiving party, (ii) is or has been independently acquired or developed by the receiving party without violating any of the confidentiality obligations in this Agreement, (iii) was within the receiving party's possession prior to it being furnished to the receiving party by or on behalf of

the disclosing party, or (iv) is received from a source other than the disclosing party; provided that, in the case of (iii) and (iv) above, the source of such information was not known by the receiving party to be bound by a confidentiality obligation to the disclosing party or any other party with respect to such information. Confidential information shall also not include that information that is subject to disclosure by law, including under the Virginia Freedom of Information Act, Va. Code § 2.2-3700, et seq.

- c. **Obligations.** Each party agrees that it will keep the Confidential Information strictly confidential and will not use in any way for its own account or the account of any third party, nor disclose to any third party, any Confidential Information revealed to it by the other party without the other party's prior written consent, except to the extent expressly permitted by this Agreement; provided, however, that the receiving party may disclose the Confidential Information, or any portion thereof, to its directors, officers, employees, legal, insurance and financial advisors, auditors, controlling persons and entities who need to know such information to perform such party's obligations under this Agreement and who agree to treat the Confidential Information in accordance with the confidential obligations in this Agreement. Each party shall use the same degree of care to avoid disclosure or use of the other party's Confidential Information as it employs with respect to its own Confidential Information of like importance and represents that it has adequate procedures to protect the secrecy of such Confidential Information including without limitation the requirement that employees have executed non-disclosure agreements which have the effect of adequately protecting Confidential Information.
- d. **Notice.** In the event that either party receives a request to disclose all or any part of the Confidential Information under the terms of a subpoena, document request, notice of deposition or other legal proceeding, such party agrees to notify the other party within forty-eight (48) hours after receipt of such legal document, and such party agrees to cooperate with the other in any attempt to obtain a protective order.

11. ASSIGNMENT.

- a. This Agreement shall insure to the benefit of and shall be binding upon and enforceable by TM's successors, assigns, subsidiaries, sister companies and legal representatives.
- b. Venue may not assign this Agreement or any of Venue's rights and obligations under this Agreement without TM's prior written consent, and any attempted assignment without such consent shall be void.
- c. Notwithstanding anything to the contrary, in the event that Venue sells or transfers ownership of the Property (or any part thereof) during the Term, Venue shall inform TM of the sale or transfer within ninety (90) days prior to the expected closing date of the transaction, and Venue shall ensure that the successive Property owner(s) shall comply with all terms of this Agreement. Venue shall remain liable for its obligations under this Agreement until such successive owner(s) agree to assume Venue's obligations under this Agreement in writing. Upon each such sale or transfer, TM shall have the one (1) time unilateral right to terminate this Agreement upon written agreement to the successive Property owner(s) in accordance with the relevant terms contained herein.

12. INDEMNIFICATION.

- a. **TM Indemnity.** TM shall indemnify, defend, and hold harmless Venue, its Affiliates, and their respective direct and indirect, past, present and future officers, directors, managers, members, partners, owners, employees, licensees, successors, and assigns (collectively, the "Venue Indemnitees" and, together with the TM Indemnitees, the "Indemnitees") from and against all Losses, whether arising out of a claim involving a third party or between one or more of the parties, resulting to, imposed upon, asserted against, or incurred by any of the Venue Indemnitees in connection with, or arising out of or relating to
 - i. any breach or misrepresentation by TM under this Agreement,
 - ii. any violation of any applicable Law by TM or any of its Affiliates,
 - iii. any use of the Property by TM not in accordance with this Agreement,
 - iv. any damage, destruction or loss of Venue's property at the Property caused by TM,
 - v. any negligent act or omission of TM.
- b. **Third Party Claims.** If any claim, demand, action or proceeding is made or commenced by any third party (a "Third Party Claim") against any Indemnitee that is entitled to be indemnified with respect thereto under this Section (the "Indemnified Party"), the Indemnified Party shall give the indemnifying Party (the "Indemnifying Party") prompt notice thereof; the failure to give such notice shall not affect the liability of the Indemnifying Party under this Agreement except to the extent the failure materially and adversely affects the ability of the Indemnifying Party to defend the Third Party Claim. The Indemnifying Party shall have the right to assume the defense and resolution of the Third Party Claim, provided that:
 - i. the Indemnified Party shall have the right to participate in the defense of the Third Party Claim at its own expense through counsel of its choice (control of the defense will remain with Indemnifying Party),
 - ii. the Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement that would require any act or forbearance on the part of the Indemnified Party or which does not unconditionally release the Indemnified Party from all liability in respect of the Third Party Claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed, and

iii. the Indemnified Party may undertake the defense of the Third Party Claim, at the Indemnifying Party's expense, if the Indemnifying Party fails promptly to assume and diligently prosecute the defense. Notwithstanding the foregoing, to the extent any element of a Third Party Claim relates to or involves any TM Marks, TM or its designee(s) shall have the right to control the defense of all aspects of such Third Party Claim that relate to or involve such TM Marks.

c. Limitations of Liability. Subject to the exceptions set forth in the immediately following sentence, no claim may be made by any party against any other party or any Affiliate, director, member, manager, officer, employee, attorney or agent thereof for any special, indirect, consequential, incidental or punitive damages in respect of any claim for breach of contract or any other theory of liability arising out of or related to the transactions or relationships contemplated by this Agreement or any other transaction, relationship, act, omission, or event arising or occurring in connection therewith, and each party waives, releases and agrees not to sue upon any claim for any such damages, whether or not accrued and whether or not known or suspected to exist in its favor. The foregoing shall not limit the liability of any party:

- i. to indemnify another party under this Section for all Losses it may suffer as a result of any Third Party Claims;
- ii. for claims arising out of or relating to any unauthorized use by Venue of TM Marks or other intellectual property rights;
- iii. for claims arising out of or relating to a breach by such party of its confidentiality obligations hereunder; or
- iv. claims arising out of or relating to such party's gross negligence or willful misconduct.

d. Survival. The parties' obligations under this Sections shall survive the expiration or earlier termination of this Agreement, but only insofar as they relate to claims that accrue or arise prior to the expiration or earlier termination of this Agreement.

13. INSURANCE. Each party agrees, at its sole expense, to procure and maintain during the Term insurance in accordance with the requirements set forth on Annex A-4, attached hereto.

14. MISCELLANEOUS.

a. Notices. Any notice under this Agreement shall be in writing and shall be considered given when delivered personally, one business day after being sent by a nationally recognized overnight courier, or three business days after being mailed by registered or certified mail, postage prepaid and return receipt requested, to the parties at the addresses on the Agreement (or at such other address as a party may specify by notice to the other).

b. Waiver of Jury Trial. Each party irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

c. Severability. In the event that any provision of this Agreement shall be declared invalid or unenforceable for any reason by a court of competent jurisdiction, such provision shall be severed from the remainder of this Agreement, which shall remain in full force and effect.

d. Equitable Relief. The parties acknowledge that the rights granted by TM under this Agreement possess a special, unique, and extraordinary character that makes difficult the assessment of monetary damage that would be sustained by TM as a result of any unauthorized use of any of the TM Marks, improper use of any benefit granted to Venue under this Agreement, or any breach of threatened breach of Venue.

i. Accordingly, notwithstanding anything to the contrary, in the event of any unauthorized use by Venue (or a Person authorized by Venue) of any of the TM Marks or any other right granted by TM hereunder, TM shall, in addition to such other contractual, legal, and equitable rights and remedies that may be available shall, during the Term and after the termination or expiration of this Agreement, have the right to take such steps as are necessary to prevent any actual or threatened unauthorized use of any of TM Marks or any other benefit hereunder, including petitioning a court of competent jurisdiction for a temporary restraining order, a preliminary or permanent injunction, and/or a decree for specific performance, in each case without being required to prove actual damages or furnish a bond or other security.

ii. The parties acknowledge that the rights granted by Venue with respect to the Venue Marks under this Agreement possess a special, unique, and extraordinary character that makes difficult the assessment of monetary damage that would be sustained by Venue as a result of any unauthorized use of any of the Venue Marks. Accordingly, notwithstanding anything to the contrary, in the event of any unauthorized use by TM (or a Person authorized by TM) of any of the Venue Marks, Venue shall, in addition to such other contractual, legal, and equitable rights and remedies that may be available shall, during the Term and after the termination or expiration of this Agreement, have the right to take such steps as are necessary to prevent any actual or threatened unauthorized use of any of Venue Marks, including petitioning a court of competent jurisdiction for a temporary restraining order, a preliminary or permanent injunction, and/or a decree for specific performance, in each case without being required to prove actual damages or furnish a bond or other security.

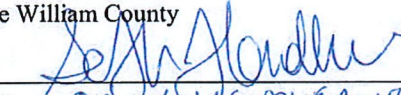
e. Force Majeure. If a Force Majeure Event prohibits, prevents or delays any party, whether directly or indirectly, from performing any of its obligations under this Agreement, then such party shall be excused from such performance to the extent,

but only to the extent, made necessary by the Force Majeure Event and only until such time as the Force Majeure Event terminates or is revoked or resolved. The absence of a reference to the term "Force Majeure Event" in any provision of this Agreement shall not be considered in interpreting whether such provision may be subject to a Force Majeure Event.

- f. No Waiver. None of the provisions of this Agreement can be waived except in a writing signed by the party granting the waiver. No failure by a party to exercise any right under this Agreement shall operate as a waiver of such right, nor shall any single or partial exercise of any right preclude any other or further exercise of that right or the exercise of any other rights. The waiver by any party of any breach of this Agreement shall not be deemed a waiver of any prior or subsequent breach. All remedies of either party shall be cumulative and the pursuit of one remedy shall not be deemed a waiver of any other remedy.
- g. Survival. Any provision of this Agreement or any attached schedule that contemplates performance or observance subsequent to any termination or expiration of this Agreement or the applicable schedule, including, without limitation, all provisions with respect to confidentiality, limitation on liability or indemnification, shall survive any termination or expiration of this Agreement and continue in full force and effect.
- h. No Third Party Beneficiaries. Nothing in this Agreement is intended or shall be construed to give any other Person any legal or equitable right, remedy or claim under or in respect of this Agreement or any provision contained herein, other than Indemnitees and Assignees.
- i. Relationship of the Parties. The relationship of Venue and TM under this Agreement shall be solely that of independent contractors and nothing herein shall be construed to create nor imply any relationship of employment, agency, joint venture, partnership or any relationship other than that of independent contractors. Venue and TM acknowledge and agree that each of them is engaged in a separate and independent business and neither shall state, represent or imply any interest in or control over the business of the other.

Prince William County

By: _____
Name: _____
Title: _____


SETH HENDLER-VOSS
DPRT DIRECTOR

Tough Mudder Event Production Incorporated

By: _____
Name: KYLE MCLAUGHLIN
Title: SVP of Operations



Annex A-1
VENUE MAP

Map Key	
Green Line	Property Boundary
Red Boxes	Off-limits Areas
Black Box	Restricted Area
Blue Box	No access (except during Middle School Access Period) without Venue's and Middle School's written permission



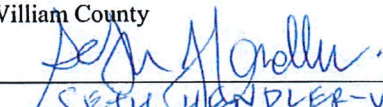
Annex A-2
EVENT AGREEMENT

This Event Agreement ("Event Agreement") is executed as of November 16, 2018 in accordance with the terms of the Venue Agreement (the "Agreement") by and between Prince William County ("Venue") and Tough Mudder Event Production Incorporated ("TM") effective as of November 16, 2018. Nothing under this Event Agreement shall amend or otherwise change or edit the terms of the Agreement. If there are any inconsistencies between this Event Agreement and the Agreement, the terms of the Agreement shall prevail. Capitalized terms used but not defined in this Event Agreement shall have the meanings ascribed to them in the Agreement.

Dates of Event	
Event Fee payment schedule	
Unrestricted Access Period dates	
Unrestricted and Exclusive Access Period dates	
Restoration Timeline	

Prior to the Event detailed above, TM shall provide to Venue a detailed Course plan for the foregoing Event held on the Property.

Prince William County

By: 
Name: SETH HANDLER-VOSS
Title: DPRT DIRECTOR

Tough Mudder Event Production Incorporated

By: _____
Name: **KYLE MCCLAUGHLIN**
Title: SVP of Operations

Annex A-3
FORM OF WAIVER

PARTICIPANT LEGAL LIABILITY 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.

NOTE TO MINORS: YOU CAN ONLY PARTICIPATE IN THE TOUGH MUDDER EVENT IF YOU ARE OVER THE AGE OF 16. IF YOU ARE UNDER THE AGE OF 18, YOU MAY ONLY PARTICIPATE IN THE TOUGH MUDDER EVENT ACCOMPANIED BY AN ADULT. YOU ALSO ACKNOWLEDGE THAT YOUR PARENT OR GUARDIAN HAS REVIEWED, UNDERSTOOD AND AGREED TO THE TERMS BELOW.

NOTE TO PARENTS/GUARDIANS OF MINORS: YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED, UNDERSTOOD AND AGREED TO THE TERMS BELOW (SUCH TERMS BEING INTERPRETED AS IF THEY APPLIED TO BOTH YOU AND YOUR MINOR CHILD/WARD) AND HAVE THE LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOUR MINOR CHILD/WARD.

Released Parties include TOUGH MUDDER INCORPORATED and its directors, officers, employees, agents, contractors, insurers, spectators, co-participants, equipment suppliers, and volunteers; VENUE and its directors, officers, employees, agents, contractors, insurers, equipment suppliers, and volunteers; VENUE and its directors, officers, employees, agents, contractors, insurers, equipment suppliers, and volunteers; all TOUGH MUDDER INCORPORATED event sponsors, organizers, promoters, officials, property owners, and advertisers; governmental bodies and/or municipal agencies whose property and/or personnel are used; and any or all parent, predecessor, subsidiary or affiliate companies, licensees, officers, directors, partners, board members, supervisors, insurers, agents, equipment suppliers, and representatives of any of the foregoing.

Releasing Parties include: the participant (and/or my participating minor child/ward) as well as participant's (and/or my participating minor child/ward'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.

Initial Assumption of Inherent Risks:

The TM Event (hereafter used to refer to the appropriate Tough Mudder, Mudderella or Tough Mudder Half event) is meant to be a 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 or getting hit with heavy objects, and traversing muddy areas. In summation, the TM Event is a hazardous activity that presents the ultimate physical and mental challenge to participants.

I acknowledge that the TM Event is an extreme test of my (and/or my participating minor child/ward's) 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 TM Event) regardless of the care and precautions taken by Tough Mudder (hereafter used when referring to the corporate entity Tough Mudder Incorporated and Released Parties). I also understand that it 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 TM 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 equipment, unexpected equipment failure, imperfect course conditions); 4) weather-related hazards (e.g., extreme heat, extreme cold, humidity, ice, rain, fog); 5) inadequate or negligent first aid and/or emergency measures; 6) judgment- and/or behavior-related problems (e.g., erratic or inappropriate co-participant or spectator behavior, erratic or inappropriate behavior by the participant, errors in judgment by personnel working the event); 7) natural hazards (e.g. uneven terrain, rock falls, lightning strikes, earthquakes, wildlife attacks, contact with poisonous plants, marine life, ticks and untested soil/mud contaminated with bacteria or other similar hazards).

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, strains, muscle tension and soreness, nausea, cuts, sunburn, abrasions, grazes, lacerations, and contusions. **Serious injuries** are less common, but do sometimes occur. They include but are not limited to property loss or damage, broken bones, fractures, torn or strained ligaments and tendons, concussions, exposure, dehydration, heat exhaustion and other heat-related illnesses, mental stress or exhaustion, infection, vomiting, dislocations, hyperthermia, hypothermia, anemia, electrolyte imbalance, loss of consciousness, syncope, dizziness, fainting, seizures, electric shock and/or injury, and neurological disorders/pain. **Catastrophic injuries** are rare; however, we feel that our participants should be aware that they could occur. These injuries can include, but are not limited to, permanent disabilities, stroke, single or multiple organ failure or dysfunction, physical damage to organs, spinal injuries, paralysis, heart attack, heart failure, blood cell disorder, brain swelling, and even death.

I further understand and acknowledge that the TM Event may contain obstacles with electrically charged wiring and fencing which I may be exposed to during the TM Event. I understand and acknowledge that exposure to such electrically charged objects may directly cause or contribute to serious and permanent bodily injury. The injuries include, but are not limited to: skin irritation, electrical burns, muscle spasm, muscle contraction, single or multiple organ failure, eye injuries including cataracts and temporary or permanent blindness, cardiac arrest, amputation, heart attack, disruption of normal cardiac rhythm, bleeding, muscular swelling, decreased blood flow to extremities, loss of consciousness, coma, seizure, spinal cord injury, fracture, injury to ligaments, paralysis, stroke muscle weakness, neurological disorder, tingling sensations, infection, muscle breakdown or destruction, depression, anxiety, aggressive behavior, ulcer, pneumonia, sepsis, and even death.

I also understand that it is my responsibility to consult with my personal physician prior to my or my minor child/ward participating in the TM Event to ensure that such participation will not pose any unusual risks to my health and well-being.

If I believe, or become aware that any aspect of the TM Event is unsafe or poses unreasonable risks, I agree to immediately notify appropriate personnel. By participating in the TM 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 (and/or my minor child/ward's) equipment.

I understand fully the inherent risks of my (and/or my participating minor child/ward's) participation in the TM Event and assert that I (and/or my participating minor child/ward's) am/are willingly and voluntarily participating in the event. I have read the preceding paragraphs and acknowledge that 1) I know the nature of the TM Event; 2) I understand the demands of this activity relative to my (and/or my participating minor child/ward's) physical condition; and 3) I appreciate the potential impact of the types of injuries that may result from the TM Event. I hereby assert that I knowingly assume all of the inherent risks of the activity on behalf of myself and/or on behalf of my minor child/ward and take full responsibility for any and all damages, liabilities, losses, or expenses that I (and/or my participating minor child/ward) may incur as a result of participating in the TM Event.

Initial Waiver of Liability for ORDINARY NEGLIGENCE: In consideration of being permitted to participate in the TM Event, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I (on behalf of the Releasing Parties) hereby forever waive, release, covenant not to sue, and discharge Tough Mudder and the other Released Parties from any and all claims resulting from the **INHERENT RISKS** of the TM Event or the **ORDINARY NEGLIGENCE** of Tough Mudder (or other Released Parties) that I (and/or my participating minor child/ward) may have arising out of my

(and/or my minor child/ward's) participation in the TM Event.

This Participant Legal Liability Agreement applies to 1) personal injury (including death) from incidents or illnesses arising from the TM Event participation, which includes injury during course inspection, observation, the event, medical treatment, base area features and while on the premises (including, but not limited to base area, stands, sidewalks, parking areas, sponsor promotions, restrooms, first-aid tents, and dressing facilities); and 2) any and all of my claims relating to the TM Event, including but not limited to, damaged, lost or stolen property, and both contractual and non-contractual claims.

Initial Indemnification Agreement: In consideration of being permitted to participate in the TM 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 Tough Mudder (and the other Released Parties) from and against any and all claims of co-participants, rescuers, and others arising from my (and/or my participating minor child/ward's) conduct in the course of my (and/or my participating minor child/ward's) participation in the TM Event. For the purposes hereof, "claims" includes all actions and causes of action, claims, demands, losses, costs, expenses and damages, including legal fees and related expenses. This indemnity shall survive the expiration or sooner termination of the TM Event.

Initial Other Agreements

Venue and Jurisdiction: If, despite the overriding Mediation and Arbitration provision I agree to below, legal action proceeds in a court of law, the local state or federal court in the county in which the TM Event is held has the exclusive jurisdiction and that only the substantive laws of the state in which the TM Event is held 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 law in the State in which the TM Event is held 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 Tough Mudder and cannot be modified or changed in any way by representations or statements by any agent or employee of Tough Mudder. 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 formalized by a written contractual agreement at that time. Should the issue not be resolved by mediation, I agree that all disputes, controversies, or claims arising out of my (and/or my participating minor child/ward's) participation in the TM Event shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect. The cost of such action shall be shared equally by the parties. I further acknowledge and agree that any question, issue, or dispute as to the arbitrability of any dispute, controversy, or claim arising out of my participation in the TM Event, will be submitted to an arbitrator in accordance with the applicable rules of the American Arbitration Association then in effect. The Arbitration Rules of the American Arbitration Association are available on-line at www.adr.org.

Class Actions: I agree that any arbitration, mediation or legal action shall proceed solely on an individual basis without the right for any claims to be arbitrated 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.

Initial Agreements for the Protection of Participants:

- I represent and warrant that I (and/or my participating minor child/ward) am/are in good health and in proper physical condition to safely participate in the TM Event. I certify that I (and/or my participating minor child/ward) have no known or knowable physical or mental conditions that would affect my/our ability to safely participate in the TM Event, or that would result in my/our participation creating a risk of danger to myself (and/or my participating minor child/ward) or to others.
- I represent and warrant that I (and/or my participating minor child/ward) am/are in full command of my/our faculties and am/are not under the influence of alcohol or drugs and agree not to participate in a TM Event while under the influence of alcohol and/or drugs.
- I acknowledge that Tough Mudder recommends and encourages each participant to get medical clearance from his/her personal physician prior to participation. I assert that I (and/or my participating minor child/ward) have not been advised or cautioned against participating by a medical practitioner. I understand that it is my responsibility to continuously monitor my own (and/or my participating minor child/ward's) physical and mental condition during the TM Event, and I agree to withdraw immediately and notify appropriate personnel if at any point my/our continued participation would create a risk of danger to myself (and/or my participating minor child/ward) or to others.
- I represent and warrant that I (and/or my participating minor child/ward) am/are covered by medical insurance.
- In the event of an injury to me (and/or my participating minor child/ward) that renders me (and/or my participating minor child/ward) unconscious or incapable of making a medical decision, I authorize appropriate Tough Mudder personnel and emergency medical personnel at the event to make emergency medical decisions on my (and/or my participating minor child/ward's) behalf (including, but not limited to CPR and AED). I understand that it is my sole responsibility to seek medical care should I experience any unusual physical symptoms, pain or discomfort of any kind following my participation in the TM Event.
- I authorize Tough Mudder to secure emergency medical care or transportation (i.e., EMS) when deemed necessary by Tough Mudder I agree to assume all costs of emergency medical care and transportation.

Entry and Participation Agreements:

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

Chaperones: If you are a chaperone of a participating minor you agree to supervise and stay with the participating minor at all times during the Event, even on the course.

Emergency Delay or Cancellation: I acknowledge that Tough Mudder at its sole discretion may delay, modify, or cancel the TM 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 Tough Mudder, 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 TM 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 TM Event.

Govern Participation: I understand that Tough Mudder has the authority to issue instructions or directions relating to the manner of my (and/or my participating minor child/ward's) safe participation in the Course or Related Activities and the authority to halt my (and/or my participating minor child/ward's) participation in the TM Event 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 Tough Mudder.

Removal from Course: I understand that Tough Mudder 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.

Fee Refunds: I understand that all fees and associated costs (including optional product purchases, spectator tickets, and donations), paid in registration for this TM 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 Behavior: I agree to exhibit appropriate behavior at all times; demonstrate respect for all people, equipment, and facilities; and participate with a cooperative and positive attitude.

Alcohol & Drugs: I understand that the consumption of any alcohol and any illicit or illegal drugs or substances during the event is strictly prohibited. Tough Mudder will only allow the responsible consumption of alcohol after the TM Event. The consumption of any illicit or illegal drugs or substances before, during, and after the TM Event is strictly prohibited. I agree to take full responsibility for any alcohol consumption at the Event.

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 non-medically necessary wheeled conveyances or non-service animals 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.

Annex A-5
FORM OF RELEASE

This release agreement ("**Release Agreement**") dated [REDACTED] will confirm the terms of the settlement between Tough Mudder Event Production Incorporated, a Delaware corporation ("**TM**") and [REDACTED] ("**Venue**") with respect to certain restoration service obligations of TM under the Venue Agreement dated [REDACTED] and Event Agreement dated [REDACTED] between the parties hereto (collectively, the "**Agreement**"). This Release Agreement shall be subject to the terms of the Agreement and capitalized terms used but not defined in this Release Agreement shall have the meanings ascribed to them in the Agreement.

RECITALS

- A. TM operated the Events on the Property on [REDACTED] ("**Scheduled Events**") pursuant to the terms of the Agreement.
- B. In connection with such Scheduled Events, TM and Venue mutually agreed upon the Restoration Scope of Work to restore the Property to its pre-Scheduled Events condition (less wear and tear) on [REDACTED].
- C. The parties are entering into this Release Agreement to confirm that TM has fulfilled its obligations with respect to such Restoration Scope of Work and to release TM from all liability in connection therewith.

In consideration of the terms, covenant and agreements of the parties as set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this Release Agreement hereby agree to the following terms and conditions:

- 1. The parties hereto agree and acknowledge that TM has restored the Property in accordance with the Restoration Scope of Work and the Agreement.
- 2. Release by Venue. Venue hereby forever relieves, releases and discharges TM and its past, present and future heirs, predecessors, successors, assigns, agents, attorneys, representatives, affiliates, related entities, officers, directors, members, managers and employees, of and from any and all claims, debts, liens, liabilities, demands, obligations, promises, acts, agreements, costs and expenses (including, but not limited to, attorneys' fees), damages, losses, actions and causes of action, of whatever kind or nature, at law or in equity, whether known or unknown, suspected or unsuspected, anticipated or unanticipated, direct or indirect, fixed or contingent, asserted or unasserted, or which may presently exist or which may hereafter arise or become known, for or by reason of any event, transaction, matter or cause whatsoever, with respect to, in connection with, arising out of, or in any way related to the Restoration Scope of Work, the restoration services contained therein, and any other damage to the Property caused by the Scheduled Events.
- 3. Effective Date of Release. The foregoing release shall be effective immediately upon full execution of this Release Agreement by the parties.
- 4. Representation by Venue. Venue warrants and represents that it has not assigned or transferred to any person or entity any matter released by it pursuant to the terms of this Release Agreement or any part or portion of any matter released hereby, and all claims, defenses, rights and obligations and causes of action asserted or the subject of this Agreement, if any, are in fact owned by it.
- 5. Electronic Signatures; Counterparts. This Release Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument. Fax, PDF or other forms of electronic signatures are deemed to be original signatures.
- 6. Entire Agreement; Amendment. This Release Agreement contains the entire agreement of the parties with respect to the matters contemplated herein and supersedes all prior negotiations. This Release Agreement shall not be modified except by written instrument executed by both parties. The parties agree that this Release Agreement expresses their agreement and should not be interpreted in favor of or against any party.
- 7. Waivers. No waiver of any breach or any covenant or provision contained herein will be deemed a waiver of any preceding or succeeding breach thereof, or of any other covenant or provision contained herein. No extension of time for performance of any obligation or act will be deemed an extension of the time for performance of any other obligation or act except those of the waiving party, which will be extended by a period of time equal to the period of the delay.
- 8. Severability. If any term or provision of this Release Agreement shall be deemed to be invalid or unenforceable to any extent, the remainder of this Agreement will not be affected thereby, and each remaining terms and provision of this Release Agreement will be valid and be enforced to the fullest extent permitted by law.

Tough Mudder Event Production Incorporated
By: _____
Name: **KYLE MCCLAUGHLIN**
Title: SVP of Operations

Prince William County
By: _____
Name:
Title:

Annex A-4
INSURANCE REQUIREMENTS

INSURANCE OBLIGATIONS

Throughout the Term of this agreement, each party must obtain, and continuously maintain, at its own expense, and require each of its subcontractors to obtain and maintain, the following insurance policies:

1. Workers' Compensation in compliance with state statutory laws, including Employers' Liability with minimum limits of:
 - \$1,000,000 Each Accident;
 - \$1,000,000 Disease - Each Employee;
 - \$1,000,000 Disease - Policy Limit.

2. An Insurance Services Office (or equivalent) occurrence based Commercial General Liability Insurance Policy, providing coverage for bodily injury, property damage, and personal and advertising injury, including contractual liability and products/completed operations liability coverage, with minimum limits of:
 - \$1,000,000 Each Occurrence;
 - \$2,000,000 General Aggregate;
 - \$2,000,000 Products/Completed Operations Aggregate.

3. Automobile Liability Insurance, covering owned, non-owned, leased or hired automobiles, with a minimum combined single limit of \$1,000,000 Each Accident.

4. Umbrella Liability Insurance, in excess of 1, 2 & 3 above, with minimum limits of:
 - \$10,000,000 Each Occurrence;
 - \$10,000,000 General Aggregate.

Umbrella policies must follow form of the underlying policies.

All insurance policies must be issued by an admitted insurance carrier with an A.M. Best rating of A-8 or better. All liability insurance policies must provide cross liability coverage (separation of insureds or severability of interest provisions) and shall not include any exclusion or limitation for third-party over actions. Venue must be named as an additional insured on TM's Commercial General Liability, Commercial Automobile Liability and Umbrella Liability Policies for claims arising in connection with TM's operations. Additional insured coverage shall be extended to include products-completed operations coverage. Further, coverage for the TM Additional Insureds shall apply on a primary and non-contributory basis irrespective of any other insurance available to the TM Additional Insureds, whether collectible or not. No policy shall contain a self-insured retention. No policy shall contain a deductible in excess of \$25,000 and any/all deductibles shall be the sole responsibility of the named insured. All policies shall be endorsed to provide a waiver of subrogation in favor of the additional insured parties. Each party shall provide the other party with at least 30 days' written notice if any of the required policies are cancelled or notrenewed. Each party shall furnish the other party with certificates of insurance and additional insured endorsements, evidencing compliance with all insurance provisions noted above, prior to the commencement of the production services and annually, at least ten (10) days prior to the expiration of each required insurance policy. The insurance requirements set forth will in no way modify, reduce, or limit the indemnification herein made by either party. Receipt by either party of a certificate of insurance, endorsement or policy of insurance which is more restrictive than the contracted for insurance shall not be construed as a waiver or modification of the insurance requirements above or an implied agreement to modify same, nor is any verbal agreement to modify same permissible or binding.