



Burnet County Sheriff's Office

1601 E. Polk Street, P.O. Box 1249

Burnet, TX 78611

(512) 756-8080 x23060



Mass Gathering Permit Application in Burnet County, Texas under Texas Health & Safety Code Chapter 751

At least 45 days prior to the planned gathering, the Mass Gathering Permit Application must be received and filed at the Burnet County Sheriff's Office, 1601 E. Polk Street, Burnet, TX 78611.

The sheriff shall investigate preparations for the mass gathering. At least five days before the date on which the hearing prescribed by Section 751.006 is held, the sheriff shall submit to the county judge a report stating whether the sheriff believes that the minimum standards for ensuring public safety and order that are prescribed by state and local laws, rules, and orders will be maintained.

Not later than the 10th day before the event, for which the application is filed, the County Judge shall schedule and hold a hearing to determine whether the Mass Gathering Permit Application shall be granted. Applications may be denied for any of the reasons enumerated in Section 751.007 of the Texas Health and Safety Code.

All written correspondence, regarding this application, shall be sent by U.S. Postal Service to the address provided by promoter on this application. The promoter or property owner may request, in writing, another method of correspondence.

Applicants are encouraged to review Chapter 751 of the Texas Health and Safety Code for a comprehensive perspective on Mass Gatherings and the application of Texas law to such events.



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Permit Application Details

A. Event Description

1. Promoter's Name

Spartan Race, Inc.

2. Promoter's Address and contact information:

234 Congress St, Fl 5, Boston, MA 02110

Gabrielle Engel / Event Project Manager / gabrielle.engel@spartan.com / 715-205-7810

Joseph Haas / Event Director / joseph.haas@spartan.com / 731-336-1901

TJ Trevino / Construction Manager / tj.trevino@spartan.com / 661-313-4424

Jacob Lensing / Festival Manager / jacob.lensing@spartan.com / 812-550-3629

3. Name of the Property Owner on which to Mass Gathering will be held:

Vol Montgomery

4. Property Owner's Address:

Reveille Peak Ranch

105 Co Rd 114

Burnet, TX 78611

5. Location of the property/properties where the Mass Gathering will be held:

Reveille Peak Ranch, Burnet County

6. Description of the property/properties where the Mass Gathering will be held: (Barn, Open Field, etc.)

Reveille Peak Ranch is a 1,300 acre outdoor event, adventure, and education center just outside of Burnet, TX.

7. Date(s) of Mass Gathering:

Saturday, February 28, 2026

8. Time of Mass Gathering:

Saturday, February 28, 2026 our festival area will open at 7am Saturday and the first cars will be onsite between 5:30-6:00am. We expect our last participants to finish by 7:00pm



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at the latest on both days. Our festival area will close shortly after the last finisher, with the last vehicles exiting the lot by 8:00pm on both days.

9. Maximum number of persons to be allowed to attend the Mass Gathering:

Participants will be split into heats of 180 that will go off every 15 minutes beginning at 8am on Saturday, and running until approximately 2:00pm. The wave structure will ensure a steady turnover between inbound and outbound attendees each day. Total expected attendees is roughly 4,900 racers and spectators on Saturday.

10. Event Inspection:

To be scheduled at a later date.

11. A hearing will be held no later than 10 days prior to the event and the promoter or the following representative of the promoter shall attend to provide any further information, which may be necessary during the consideration of the Application for a Permit.

B. Event Financial and Contractual Obligations

The following documents must be attached to this application:

1. A certified copy of the agreement between the promoter and each Property Owner (labeled Section B – Attachment 1).
2. A list of names and addresses of each performer and their agent who has agreed to appear at the Mass Gathering, including a description of the terms of the agreement (labeled Section B – Attachment 2).
3. Financial statement reflecting the funds being supplied to finance the Mass Gathering and each person supplying the funds (labeled Section B – Attachment 3).



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C. Health & Sanitation Compliance

Following the minimum standards of the Texas Administrative Code, Title 25, Section 265.3 (water supply, toilet facilities, vector control, solid waste facilities, noise control, food sanitation, medical and nursing care and final site cleanup). A copy of this section is included in this packet.

The Permit Application will contain the following items. A thorough and detailed statement detailing:

1. Steps taken to ensure the minimum standards of health and sanitation to be maintained during the Mass Gathering (labeled Section C – Attachment 1).
2. Steps taken to ensure the physical health and safety of persons attending the Mass Gathering (labeled Section C – Attachment 2).
3. All preparations taken to provide adequate medical and nursing care for persons attending the Mass Gathering (labeled Section C – Attachment 3).

D. Public Safety Compliance

Following the minimum standards of the Texas Administrative Code, Title 37, Part 1, Chapter 1, Subchapter L. Section 1.161-1.169. A copy of this section is included in this packet.

The Permit Application will contain the following items. A thorough and detailed statement detailing:

1. How attendance will be limited to the maximum number stated in the event description above (labeled Section D – Attachment 1).
2. The preparations you will take to provide traffic control (labeled Section D – Attachment 2).
3. The steps you will take to ensure the Mass Gathering will be conducted in an orderly manner, including the steps taken to address hazardous conditions, evacuations, cancellations or delays of the Mass Gathering (labeled Section D – Attachment 3).
4. The preparations you will take to supervise minors who may attend the Mass Gathering (labeled Section D – Attachment 4).
5. A description and/or a map identifying the location on the grounds where the promoter or a representative will be available at all times during the event (labeled Section D – Attachment 5).



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E. Site Plan

Attach a site plan for each location delineating the area where the Mass Gathering is to be held, including the following areas:

1. Parking area for attendees
2. Entrance, exit and interior roadways and walks
3. All first aid stations and emergency medical resources
4. Restroom facilities
5. Water stations
6. Number of food stands and the types of food being served, if any
7. Number, type and provider of solid waste containers
8. Promoter's headquarters at each location of the Mass Gathering
9. Parking areas and/or bus pick up/drop off areas designated for the gathering under the promoter's control
10. Health inspectors access points

Attach a plan to provide lighting adequate to ensure the comfort and safety of attendees and staff if the planned event is held after sunset.

ACKNOWLEDGEMENT

State of Texas §

§

County of Burnet §

I affirm the information I have given in this document and its attachments are correct and I hereby set my hand on this the _____ day of _____, 20____.

Giles Chater

§

Signature of Promoter

January 13, 2026 9:39 ET

Giles Chater

Chief Operating Officer

Printed name of Promoter



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Contact Information (Signatures Required)

Burnet County Sheriff's Office

Calvin Boyd
P.O. Box 1249
Burnet, TX 78611
512-756-8080

Burnet County Fire Marshal

Fire Marshal
2002 S. Water St.
Burnet, TX 78611
512-756-1230

Burnet County Sanitation/Health

Herb Darling
220 S. Pierce
Burnet, TX 78611
512-756-5437

Burnet County Health Authority

Dr. Juliette Madrigal-Dersch
715 FM 1431
Marble Falls, TX 78654
830-693-0555

Burnet County Sheriff's Office Side Job Coordinator (Traffic Control/Le Presence)

Deputy Scott Orrison
P.O. Box 1249
Burnet, TX 78611
512-756-8080
sorrison@burnetsheriff.com

Texas Administrative Code



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Title 25	HEALTH SERVICES
Part 1	DEPARTMENT OF STATE HEALTH SERVICES
Chapter 265	GENERAL SANITATION
Subchapter A	HEALTH AND SANITATION FOR MASS GATHERINGS
RULE §265.3	Minimum Standards

(a) Water supply.

(1) The quality of water to be supplied shall meet the approval of the county health officer, and on his request an evaluation of the supply may be made by the Department of Health Resources.

(2) Water shall be provided at the rate of at least one pint per hour for each person present at the site.

(3) Water shall be delivered to the dispensing points in such a manner as to preclude the possibility of contamination. All water conveyor facilities shall be cleaned and disinfected prior to being used and any containers used for water delivery shall be covered to prevent the entrance of dust, insects, or other contaminants.

(4) A suitable water outlet or water container shall be provided for each 100 persons and be conveniently located for dispensing the water. If containers are utilized for water distribution, the containers shall be properly covered and provisions made for keeping the covers locked. A chlorine residual of at least 0.2 milligrams per liter shall be maintained at all times at each water distribution point.

(5) The use of the common drinking cup is prohibited. At least one dispensable cup shall be provided for each person per hour of attendance.

(b) Toilet facilities.

(1) Toilet facilities, separate for each sex and plainly marked "Men" and "Women," shall be provided at a rate of no more than 50 persons per toilet seat. Such facilities shall be designed to shield the occupants from public view.

(2) Privies, if provided, shall be structurally sound and shall be designed to prevent access of flies to deposited excreta.

(3) Portable type toilets, if provided, shall have waste therefrom collected at intervals of sufficient frequency to preclude overflow and the wastes therefrom shall be disposed of in a manner that does not create a health hazard or nuisance.

(4) Handwashing and drying facilities shall be provided in the vicinity of each toilet building or location. Waste produced from such handwashing facilities shall be collected and disposed of either by holding tanks or subsurface absorption fields.

(c) Vector control. Sufficient equipment and chemicals shall be available to control insect vector problems in a manner approved by the county health officer.



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(d) Minimum area. An area of at least 50 square feet per person shall be provided at the premises.

(e) Solid waste facilities.

(1) All solid waste shall be stored in suitable containers with tight fitting lids and such containers shall be conveniently located throughout the area.

(2) All solid waste shall be collected twice daily or at such more frequent intervals as may be necessary to maintain sanitary conditions at the site and be disposed of in a facility which has been approved by the county health officer.

(f) Noise control. Amplifying equipment used shall be designed to control the noise level at the perimeter of the site on which the gathering shall take place and be so operated that at no time more than 70 decibels is registered on the "A" scale at slow response of a standard sound level meter which meets the specifications of the American National Standards Institute.

(g) Food sanitation.

(1) All food and beverages sold or furnished shall be obtained from approved sources.

(2) Foods, while being stored, prepared, or served, shall be protected from contamination.

(3) All perishable food shall be stored at such temperatures as will protect against spoilage.

(4) All potentially hazardous food which consists in whole or in part of milk or milk products, eggs, meat, poultry, fish, and shellfish shall be maintained at safe temperatures (45 degrees Fahrenheit or below, or 140 degrees Fahrenheit or above).

(5) The washing and sanitizing of food equipment and utensils shall be in compliance with the requirements set forth in the State Sterilization Law, Texas Civil Statutes Article 4476-9.

(6) All food service personnel shall wear clean outer garments, maintain a high degree of personal cleanliness, and conform to hygienic practices while on duty. Handwashing facilities shall be provided.

(h) Medical and nursing care.

(1) At least one emergency aid station for each 10,000 persons or fraction thereof shall be maintained and be clearly identifiable by a prominent sign during the entire time of the mass gathering.

(2) Each emergency aid station shall have on duty at all times at least two persons who have had, as a minimum, training in first aid either by the American Red Cross or as a medical corpsman in the armed services. One shall be in charge.

(3) Each emergency aid station shall be provided with the following equipment and supplies:



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(A) a tent or other suitable temporary shelter shall be erected at a convenient location on the grounds of the mass gathering to house the emergency aid station.

- (B) folding cots-six;
- (C) blankets-eight;
- (D) chest or box (for supplies)-one;
- (E) chairs-two;
- (F) flashlights-two;
- (G) pail or plastic wastebasket-two;
- (H) paper bags for waste-24;
- (I) paper towels (roll or package)-four;
- (J) pitcher (with cover)-two;
- (K) tourniquet (rubber tubing)-three;
- (L) adhesive bandages (assorted)-four dozen;
- (M) adhesive tape, three inches and four inches-four rolls each size;
- (N) bandages, two inches and four inches-12 rolls each size;
- (O) triangular bandage, 40 inches-six;
- (P) cotton balls (prepackaged)-400;
- (Q) alcohol, isopropyl-two pints;
- (R) scissors, blunt-one pair;
- (S) snake bite kit-one;
- (T) splints-six;
- (U) bag mask resuscitator with oxygen supply-one;
- (V) stretcher-one;
- (W) thermometer, oral-two;
- (X) bandage compress, two inches, three inches, and four inches-six each size;
- (Y) four inches by four inches cotton gauze squares-100.

(4) A written plan for the evacuation of sick or injured persons shall be provided and approved by the county health officer covering the following services and a copy of the plan shall be placed in a conspicuous place in the emergency aid station.

(A) name, location, and telephone number(s) of one or more available licensed physicians;

(B) name, location, and telephone number(s) of an available ambulance;

(C) name, location, and telephone number(s) of an available nearby hospital;

(i) Final site cleanup. At the conclusion of a mass gathering, the site shall be inspected by the county health officer for health and sanitation considerations. The landowner, upon notification by the county health officer of the existence of any unsanitary conditions, shall immediately cause such conditions to be corrected.



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Texas Administrative Code

Title 37	PUBLIC SAFETY AND CORRECTIONS
Part 1	DEPARTMENT OF PUBLIC SAFETY
Chapter 265	ORGANIZATION AND ADMINISTRATION
Subchapter L	PUBLIC SAFETY AT MASS GATHERINGS

Rule §1.161

(a) All admission tickets sold or offered for sale by the promoter, or by others acting in his behalf, will be serially numbered or otherwise coded in such a manner so as to be able to determine the days of admission and the number of people that have been admitted at any given time. The promoter will advise the issuing officer at the time of the hearing on the application of the number of tickets known or believed to have been sold and the anticipated number to be sold.

(b) The promoter will certify to the sheriff or the issuing officer, upon request, the number of tickets known to have been sold at the time the request is made.

(c) The promoter will grant admission to spectators only on the presentation of a valid ticket to the event, and each spectator will be required to present an individual ticket. The promoter will retain all tickets so presented, and will make them available for inspection by the sheriff of the county, in which the mass gathering is being held, or by any other peace officer, at any time during the period of time for which the permit is granted, and for 10 days thereafter.

Rule §1.162

An adequate parking space shall be provided for the parking of vehicles. The parking area shall be deemed adequate if it meets the following requirements.

(1) Provides a parking space large enough to accommodate one four-wheeled vehicle for each four tickets sold.

(2) The parking area shall be well drained and the surface of such consistency so as to provide for easy entry and exit during any type of weather conditions.

Rule §1.163

Any area provided by the promoter as a camping area for the benefit of paying spectators shall be separated from the entertainment area and the area provided for the parking of vehicles by a distance of at least 1,000 feet. No overnight camping will be permitted in the area designated for the parking of vehicles.

Rule §1.164

Provisions shall be made to light adequately the entire area provided for the occupancy of spectators. The required lighting shall be deemed adequate if it is sufficient to make clearly recognizable the features of any person within the area provided for the occupancy of

VENUE AGREEMENT

Reveille Peak Ranch, LLC
("Venue")

Office Location:
105 County Road 114
Burnet, TX 78611

Contact:
Vol Montgomery

SPARTAN RACE INC. on behalf of itself ("Spartan") and its subsidiary OCR US HOLDINGS LLC dba Spartan/TM
("Spartan/TM") with both parties combined referred to in this agreement as ("**Spartan/TM.**")

Type of Entity:
Delaware Corporation

Legal Notice Address:
234 Congress Street
5th Floor
Boston, MA 02110

Contact:
Lauren Taylor
919.696.7846
/ laurent@spartan.com

Date of Venue Agreement

April 19th, 2023

Term

This Venue Agreement shall commence on the Date of Venue Agreement and shall continue until December 31, 2027 unless sooner terminated pursuant to the terms hereof.

Preliminary Terms

Venue is the legal owner and operator of the real estate located at 105 County Road 114, Burnet, TX 78611 (the "**Property**"), which consists of, amongst other things, over (1000) acres of trails, woods, fields, and mountainous terrain.

Spartan/TM is a company that markets, organizes, and conducts events.

Spartan/TM would like to organize events (singularly, an "**Event**" and in the plural, the "**Events**") at the Property utilizing amongst other things, the Property's trails, fields, creeks, ponds, woodlands, trails, and meadows, and other amenities. An Event may last between one (1) and three (3) days.

Venue has agreed to provide Spartan/TM with exclusive access to the Property for the Event(s) and to provide certain other access rights, amenities, assistance and support.

STANDARD TERMS

1 Exclusivity

1.1 Exclusivity

Venue shall not host or contract with any other company or charity organizing obstacle course mud runs ninety (90) days prior to and ninety (90) days after the event without the express written permission of Spartan/TM from the Date of Event Agreement through December 31st of the calendar year following the Event Dates.

If Spartan/TM elects to add another event weekend within twelve (12) months of original event, exclusivity will apply throughout the term of the agreement. Notice of additional event must be received by December 1st.

1.2 Exclusivity Damages

Venue shall pay Spartan/TM an amount equal to the Event Fee (defined below in Section 3.2) if Venue breaches Section 1.1 above and if Spartan/TM provides written notice of said breach within a reasonable time (hereinafter, the "**Exclusivity Damages**"). The parties acknowledge and agree this amount is a reasonable estimate at this time of the actual damages Spartan/TM would suffer and which are not easily determinable in the event the Venue breaches any of the obligations set forth above in Section 1.1, and are agreed upon as liquidated damages and not a penalty.

2 Events

2.1 Number of Events

Venue agrees to allow Spartan/TM to host one (1) Event Weekend on the Property each calendar year during the Term. Spartan/TM may hold more than one (1) Event on the Property in each calendar year during the Term with the express written permission from Venue.

2.2 Rain Dates of Event(s)

All Events will be held rain or shine, and as a result, there shall be no rain dates scheduled for the Event(s) without the express written permission from Venue.

2.3 Notice

Spartan/TM shall provide Venue with a minimum of four (4) months' written notice when it wishes to hold an Event on the Property. Venue agrees to notify Spartan/TM in writing within five (5) business days of such written notice if the requested dates are not available, and to provide Spartan/TM with all available dates at that time.

2.4 Terms

The parties shall execute an additional Event Agreement each time they agree that Spartan/TM will have an Event on the Property during the Term, and the Event Agreement will give reference to the specific Event format to be produced by Spartan/TM. Each Event Agreement shall be subject to the terms and conditions contained in this Venue Agreement. The form for the Event Agreement is attached as **Schedule 3 – Form of Event Agreement**.

3 Event Fee

3.1 Event Fee

Spartan/TM shall pay Venue a fee of Fifty Thousand Dollars (\$50,000 USD) for each event held in the Term of this Venue Agreement. (The "**Event Fee**") less any Exclusivity Damages (as defined in Section 1.2 above) no later than 30 days prior to each Event Weekend Spartan/TM holds on the property during the Term, upon receipt of invoice from Venue.

If an Event is not held for any reason or no reason, Spartan/TM shall not be obligated to pay any portion of the Event Fee. The parties agree that each Event Fee compensates Venue for the rights and obligations described in this Venue Agreement, and shall not vary based on the expected or actual number of Event participants, spectators or any other attendees.

If Spartan/TM elects to hold an event at the venue within the same calendar year for a total of two (2) annual events, the venue agrees to reduce abovementioned venue fee by at least ten percent (10%).

3.2 Payment Information

All payment amounts are expressed and shall be payable to 105 County Road 114, Burnet, TX 78611 unless Venue instructs Spartan/TM in writing of new payment information. Venue shall provide wire instructions for ACH payment.

3.3 Application of Deposits to Future Events

In the event that Spartan/TM elects to cancel an event for any reason or no reason at all, no further fees shall be due to Venue for that calendar year, and the balance of any fees paid to date shall be applied to the Event Fee for the following Calendar Year.

4 Access to the Property and Facilities

4.1 Access

(a) Reasonable Access Period

During the Term, Venue shall provide Spartan/TM and its agents with reasonable access to the Property during normal working hours seven (7) days/week to plan the Event (the “**Reasonable Access Period**”).

(b) Unrestricted Access Period

Beginning three (3) weeks prior to the Event and ending one (1) week after the Event, Venue shall provide Spartan/TM and its agents with unrestricted access to the Property during daylight hours, seven (7) days/week to plan the Event, complete any construction for the Event, to set up for the Event, and to tear down and clean up after the Event (the “**Unrestricted Access Period**”).

(c) Unrestricted and Exclusive Access Period

Beginning five (5) days prior to the Event and ending (1) day after the Event, Venue shall provide Spartan/TM with unrestricted and exclusive access to the parts of the Property being used for the event (with no restrictions to hours) to set up for the Event, host promotions and activations prior to the Event, conduct the Event, to complete the tear down and clean up after the Event (the “**Unrestricted and Exclusive Access Period**”).

4.2 Venue Map

(a) Venue warrants and represents that it has:

- (1) the right to the Property for the uses herein described and that it may grant Spartan/TM the rights to access and use herein granted;
- (2) provided Spartan/TM with an accurate map of the Property’s legal property boundaries as of the date of this Venue Agreement; and,
- (3) it has communicated to Spartan/TM all areas of the Property that are designated as off-limits to Spartan/TM or have restrictions on use by Spartan/TM during the Term.

(b) Venue agrees that the areas described above in Sections 4.2(a)(1), 4.2(a)(2) and 4.2(a)(3) are clearly marked on the map of the Property (the “**Venue Map**”), which is attached to this

Venue Agreement as **Schedule 1 – Venue Map**.

(c) Venue may not amend the areas of the Property it has designated as off-limits or restricted to Spartan/TM during the Term unless:

- (1) A governmental entity designates part(s) of the Property as environmentally protected; or
- (2) A natural disaster affects the topography of the Property; or
- (3) Venue sells part(s) of the Property or the Property in its entirety; or
- (4) Spartan/TM consents. Spartan/TM may not unreasonably withhold consent.

(d) If any or all of the events described in Section 4.2(c) occurs, Venue shall notify Spartan/TM within ten (10) days after such occurrence.

(a) For Spartan Race Events, the Access Period shall commence ten (10) days prior to the first Event Date (typically on a Saturday) at 7:00 a.m. (local time). The Access Period shall end four (4) days after the final Event Date (typically on a Sunday) at 7:00 p.m. (local time). Access Period for Events may be revised with express written consent from the Parties.

(b) Spartan/TM understands that other events may be loading in to other parts of the property during the access period. Other events must not interfere with and/or impede Spartan/TM event production progress.

4.3 Facilities

Venue agrees to provide the following at no cost to Spartan/TM:

(a) Basic Preparation and No Material Alteration

Venue shall ensure basic preparation of the Property before the Event, which shall include general upkeep such as cleared brush, and litter pick up on the Property. Venue shall not materially alter the Property during the Term without giving Spartan/TM at least four (4) months notice.

(b) Livestock

Venue agrees to clear all livestock to appropriate areas in a timely manner as not to interfere with event production progress.

(c) Utilities

Venue agrees to provide any available water, sewerage, drainage and electricity on the Property to Spartan/TM, including the use of natural water sources on the Property.

4.4 Venue Personnel and Services

Venue agrees that any costs associated with Venue personnel and/or Venue representatives providing any service to Spartan/TM or otherwise having access to the Property during the Term is included in the Event Fee, and Spartan/TM will pay no additional fees to Venue unless pre-approved in writing by Spartan/TM.

5 Course Design, Construction and Storage

5.1 Course Design

- (a) Spartan/TM shall be responsible for planning the route used for the Event, designing and constructing any obstacles used as part of the Event and planning where to place such obstacles on the route (the route and any obstacles together shall be called the “**Course**”).
- (b) Spartan/TM agrees that the Course shall comply with the off-limits and restricted areas designated on the Venue Map. Spartan/TM agrees that it will work closely with Venue to plan the Course and location of parking, base area (which includes concessions), spectator areas and any other areas to be utilized by Spartan/TM in preparation for or conduct of the Event.

5.2 Excavation

- (a) Venue agrees to allow Spartan/TM to excavate on any part of the Property that is not designated as either “off-limits” or “restricted” to Spartan/TM on the Venue Map.
- (b) Venue further agrees to allow Spartan/TM to use (but not excavate on) any part of the Property that is designated as “restricted” to Spartan/TM on the Venue Map.

5.3 Storage

(a) During the Term and at its own expense, Spartan/TM may store any outstanding inventory, equipment and other items relating to the Event in storage trailer(s) in a reasonably accessible location on the Property to be mutually agreed upon by the Venue and Spartan/TM. Venue grants Spartan/TM reasonable access to its storage trailer(s) during the Term, negotiating period following the Term, and subsequent contractual Terms.

(b) Venue warrants and represents that it has communicated all areas of the Property where Spartan/TM may not keep storage trailers to Spartan/TM and that such areas are clearly marked on the Venue Map. Venue shall provide Spartan/TM with at least thirty (30) days’ notice should the location for storage of Spartan/TM’s trailer(s) need to change.

(c) Spartan/TM shall use reasonable efforts to ensure that any storage trailers left on the Property after the Event are secured and unable to be used or tampered with.

(d) Venue shall not have access to the secured obstacles or the contents of any storage trailers for Venue’s and/or third party’s commercial and/or personal use.

(e) All inventory, equipment or obstacles stored on the Property belonging to Spartan/TM is held at the risk of Spartan/TM and Venue shall not be held responsible or liable for any damage or loss to said inventory, equipment, or obstacles, absent Venue’s gross negligence or willful misconduct. However, Venue must inform Spartan/TM if any storage trailers or obstacles show signs of access or tampering as soon as Venue becomes aware of any such activity.

6 Clean Up and Site Restoration

6.1 Before the Event, Spartan/TM and Venue shall mutually agree to a restoration timeline to restore the Property to its pre-Event condition (the “**Restoration Timeline**”). After the Event, Spartan/TM and Venue will determine the scope of work for Spartan/TM to restore the Property to its pre-Event condition, including but not limited to the removal of trash and the backfilling of any holes excavated as part of the Course (the “**Restoration Scope of Work**”).

6.2 Venue and Spartan/TM agree the Restoration Timeline may be subject to change for reasons including, but not limited to, adverse weather conditions and Venue accessibility after the Event. Should the Restoration Timeline require change, Spartan/TM and Venue will

work together to establish a reasonable timeline for Spartan/TM to perform the Restoration Scope of Work.

6.3 If any areas of the Property do not naturally return to their pre-Event condition after the agreed Restoration Timeline, Spartan/TM agrees to cover the reasonable restoration costs in accordance with the following procedure:

- (a) Venue shall submit written notice to Spartan/TM at the conclusion of the agreed Restoration Timeline, which shall include a description of the damaged area, photographs of the area to be restored and a detailed estimate of the costs to restore the area.
- (b) Spartan/TM shall respond to the notice within ten (10) business days.
- (c) Spartan/TM shall confirm the damage to the Property and verify the estimated costs to restore the same.
- (d) If the estimated costs to restore the damage to the Property as calculated by Venue exceed the estimated costs to restore the damage to the Property as calculated by Spartan/TM by more than ten percent (10%), then Spartan/TM and Venue shall negotiate a reasonable cost to restore the Property to its pre-Event condition in good faith. In no event shall the restoration costs payable by Spartan/TM exceed \$10,000 total.
- (e) Either Spartan/TM will restore the area or Spartan/TM will authorize Venue to restore the area and send Spartan/TM the invoice for the restoration, which Spartan/TM shall pay within fifteen (15) business days of receipt.

7 Permits

7.1 Securing Permits

- (a) Venue warrants and represents that it is not aware of any laws, ordinances, environmental restrictions, or other regulations that would prohibit Spartan/TM's ability to have an Event on the Property or to sell or giveaway beer or alcohol on the Property.
- (b) Spartan/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.
- (c) Venue will use its reasonable efforts to assist Spartan/TM in obtaining such permissions and

approvals, including but not limited to providing Spartan/TM with property maps and attending meetings with the relevant agencies and authorities.

- (d) Venue shall notify Spartan/TM in writing immediately if it receives notice that any agency or authority is interested in discussing any permits related to the Event or if any agency or authority rejects the issuance of any permits relating to the Event.

8 Parking

8.1 On-site Parking

Venue shall ensure that any designated Parking Area(s) on the Venue Map (the "**Parking Area(s)**") are suitable for the moving and parking of vehicles and are cleared of anything that might inhibit the parking or movement of vehicles.

Spartan will be responsible for ensuring the parking area is mowed before event weekend..

8.2 Parking Revenue

Spartan will pay venue \$3 per person parked on site to be settled post event.. This does not include volunteers, staff, and/or vendors that park on site at the event.

For 2023 Spartan agrees to pay \$15,000 prior to the event as a deposit to cover the above mentioned parking revenue owed to lessor.

8.3 Parking Operations

Spartan/TM shall be responsible for managing the parking of vehicles at the Event, including but not limited to use of any off-site lots. Spartan/TM shall have the exclusive right to charge for parking during the Event and to retain such revenues.

9 Vendors, Concessions and Merchandise

9.1 Vendors and Concessions

- (a) If Venue wishes to provide food and beverage services at the Event, it must submit a detailed food and beverage plan to Spartan/TM a minimum of three (3) months prior to the Event for Spartan/TM's approval, such approval not to be unreasonably withheld.
- (b) If Spartan/TM approves Venue's food and beverage plan:

- (1) As an exception to the permit obligations set forth in Section 7.1(b), Venue shall be responsible for applying for, at its own cost and expense, all the necessary permissions and approvals for food and beverage to be sold at the Event from the relevant agencies and authorities. Venue shall notify Spartan/TM in writing immediately if it receives notice that any agency or authority rejects the issuance of any such food and beverage permits.
 - (2) Venue shall be responsible for and shall have the exclusive license to sell all food concessions, including the sale of beer and alcohol to Event attendees and the giveaway of beer to Event participants, with no payment to Spartan/TM for such license. Venue shall keep all revenue on the sale of food and beverage.
 - (3) Venue shall give one (1) beer to every Event participant aged 21 years or older in the finish line area. Venue will limit such participants to one (1) cup of beer each. Venue will ensure there are sufficient cups, beer keg taps and personnel to serve said beer to participants, subject to Spartan/TM's approval. The cost of beer served in the finish line area to participants and the cost of beer served to individuals with Spartan/TM beer tokens shall be reimbursed to Venue by Spartan/TM at cost (with no additional markup). All other costs associated with the distribution of beer, which includes but is not limited to the cost of cups, the cost of beer keg taps and the cost of personnel, shall not be reimbursed to Venue by Spartan/TM. Spartan/TM shall pay Venue for the beer distributed in accordance with this Section 9.1(b)(3) within ten (10) days of receipt of a detailed invoice from the Venue following the Event.
 - (4) Venue shall ensure that all beer and alcohol sales and giveaways comply with all applicable state and local laws and regulations.
 - (5) Spartan/TM shall determine the brands of beer and alcohol that may be served at the Event. No other brands of beer or alcohol, other than those approved by Spartan/TM, may be served at the Event.
 - (6) Spartan/TM shall not be prevented from offering food and beverage products at the Event for the purposes of sampling and to participants along the Course.
 - (7) Venue and Spartan/TM shall not allow Event attendees to bring in outside alcoholic beverages onto the Property.
 - (8) Venue shall ensure there are sufficient hot beverage options (coffee, tea, hot chocolate, vegetable broth, etc.) available for sale to comply with Spartan/TM's safety protocol relating to cold-weather environments when applicable. If a significant health risk arises as a result of cold temperatures, Venue shall provide hot beverages at no charge to participants and spectators, the cost of which shall be reimbursed to Venue by Spartan/TM (with no additional mark-up).
 - (9) Within ten (10) business days after the Event, Venue shall provide Spartan/TM with data on all food and beverage sales, which shall include figures on quantity, revenue and profit, and shall be separated by each day of the Event and by point of sale, if there is more than one point of sale.
- (b) If Spartan/TM does not approve Venue's food and beverage plan:
- (1) Spartan/TM shall be responsible for and shall have the exclusive license 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 Spartan/TM.
 - (2) Spartan/TM shall ensure that all beer and alcohol sales and giveaways comply with all applicable state and local laws and regulations.
- (c) Spartan/TM shall be permitted to sell any brand of beer and alcohol at the Event.
- 9.2** Venue shall be entitled to sell venue specific merchandise like t-shirts in a 10x10 in the festival area..
- 9.3** Spartan/TM may bring any merchandise on the Property for sale over the Event weekend. No fee will be provided to Venue for any merchandise sold at the Event.

10 Other Event-Related Items and Services

10.1 Spartan agrees to provide Lessor's charity at no cost, Serve Those Who Serve, with one hundred 100 race entries to the Event split between Event days as mutually agreed between the parties. Persons redeeming such free race entries shall be required to purchase the supplemental insurance offered through Spartan's registration platform. Spartan shall control the start time of all such race entries. Lessor agrees that Serve Those Who Serve will issue a letter to Spartan confirming receipt of such tickets as a donation and provide Spartan with pertinent tax information of the charity for Spartan's tax purposes.

10.2 Spartan/TM shall be solely responsible for procuring and paying for any equipment, items or staff not specified herein this Venue Agreement, including the selection of all vendors for the Event not specified herein this Venue Agreement. Spartan/TM shall be solely responsible for managing any operations not specified herein this Venue Agreement and shall have the exclusive rights to any revenue streams not specified herein this Venue Agreement.

10.3 Venue shall not offer any items, products or services at the Event or to Event attendees not agreed herein this Venue Agreement without the express written permission of Spartan/TM.

11 Sponsorship and Marketing

11.1 Sponsorship

- (a) Venue shall allow Spartan/TM to bring any sponsor into the Event without payment of any fee to the Venue by either Spartan/TM or the sponsor.
- (b) 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 Spartan/TM and at Spartan/TM's sole discretion.
- (c) A minimum of five (5) days before the Event, Venue shall permit Spartan/TM to either remove or cover from sight any and all brand marks of any entity other than the Venue that are not approved by Spartan/TM.

11.2 Marketing

- (a) Before each Event, Spartan/TM may send communications to Spartan/TM's targeted customers in the market that will include the

Venue's name, address, and logo promoting the Event on the Property.

- (b) Spartan/TM may include Venue's name and address on Spartan/TM's website.
- (c) Within two (2) weeks from the date of this Venue Agreement until after the Event, Venue shall include the Spartan/TM logo with a link to the Spartan/TM website on the homepage of Venue's website.
- (d) Spartan/TM's logos, trademarks, copyrights, trade name, designs, product identifications, artwork, names, images, signatures, likenesses and other indicia symbols and devices associated with Spartan/TM and its events, products or services (collectively "**Spartan/TM's Intellectual Property**") are and shall remain Spartan/TM's sole and exclusive property. Subject to the foregoing, Spartan/TM grants to Venue, during the Term of this Venue Agreement, a limited, royalty-free, non-assignable, non-transferable, non-exclusive, revocable license to use Spartan/TM's Intellectual Property only to the extent necessary to allow Venue to fulfill its obligations hereunder.
- (e) Venue's logos, trademarks, copyrights, trade names, designs, product identifications, artwork, names, images, signatures, images and other indicia symbols and devices (collectively "**Venue's Intellectual Property**") are and shall remain Venue's sole and exclusive property. Subject to the foregoing, Venue grants to Spartan/TM, during the Term of this Venue Agreement, a limited, royalty-free, non-assignable, non-transferable, non-exclusive, revocable license to use Venue's Intellectual Property only to the extent necessary to allow Spartan/TM to fulfill its obligations and exercise the rights granted to it hereunder, including, without limitation, marketing the Event. Notwithstanding anything to the contrary contained in this Agreement, including, without limitation, this Section, Venue acknowledges and agrees that Spartan/TM and its affiliated and related entities have (and may license or grant to third parties) a gratis, perpetual right to use and exploit photos, footage and other recordings of the Event (which may include Venue's Intellectual Property) for any purpose and in any manner, in perpetuity, throughout the universe, in any media whether now known or hereafter created.

- (f) Spartan/TM and Venue will refrain from publicizing any defamatory or otherwise negative commentary towards each other's respective brands, venue, and execution of events.

12 Shipping

- 12.1** Venue shall accept shipments on Spartan/TM's behalf (without having to pay COD charges) provided that all packages or materials are labeled with a Spartan/TM contact name; and Venue shall store same safely, giving Spartan/TM notice and a reasonable opportunity to take possession of same or to store same on the Property as provided for above in Section 5.3.

- 12.2** The shipping address for deliveries at the Property is:

Reveille Peak Ranch
1610 County Road 115
Burnet, TX 78611

13 Spartan/TM Insurance

- 13.1** Spartan/TM shall at its own cost and expense obtain insurance coverage for the Event in the following amounts (the "**Spartan/TM Insurance Policies**"):

- (a) General Liability Insurance with the following limits:
 - (1) \$1,000,000 Each Occurrence
 - (2) \$1,000,000 Advertising Injury/Personal Injury Aggregate
 - (3) \$2,000,000 General Aggregate
- (b) Excess Liability with the following limits:
 - (1) \$4,000,000 per occurrence, in addition to basic coverage listed in (a)(1) and (2) above;
 - (2) \$4,000,000 general aggregate, in addition to basic coverage listed in (a)(3) above;
- (c) Automobile - \$1,000,000 Combined Single Limit
- (d) Workers Compensation for Spartan/TM employees in accordance with applicable law and in all events, no less than:
 - (1) \$1,000,000 Bodily Injury by Accident
 - (2) \$1,000,000 Bodily Injury by Disease Each Employee Limit
 - (3) \$1,000,000 Bodily Injury by Disease Policy Limit
- (e) Participant Accident Coverage in an amount no less than Five Thousand Dollars (\$5,000) for excess medical and Five Thousand Dollars (\$5,000) for accidental death.

- 13.2** Spartan/TM shall provide Venue with a certificate of insurance issued by an A- rated company at least thirty (30) days prior to the date of the Event.

- 13.3** The Spartan/TM Insurance Policies shall be primary and non-contributory to Venue.

- 13.4** Spartan/TM shall add Venue as an Additional Insured party on Spartan/TM's General Liability and Excess Liability Policies. The insurance afforded to Additional Insureds shall apply as primary insurance and not contribute to any other available insurance.

- 13.5** Certificate of Insurance should be requested for "Reveille Peak Ranch" and "Vol & Kristi Montgomery".

14 Intentionally Deleted

15 Indemnification by Spartan/TM

Spartan/TM shall indemnify, defend, and hold harmless Venue and Venue's directors, officers, employees, and agents from and against all liability, demands, claims, suits, losses, damages, causes of action, fines, or judgments (including attorneys' fees, witnesses' fees, court costs and expenses related thereto) for injury or death to persons, including the Indemnified Parties' employees, agents and invitees and for any damage, destruction, or loss of property arising out of or in connection with the preparation, set-up, operation, and clean up of the Event, including Spartan/TM's breach of this Venue Agreement, reduced proportionately where caused in whole or in part by the intentional, reckless, and/or negligent acts of the Indemnified Parties and/or Venue's directors, officers, employees, and/or agents. The obligations of Spartan/TM under this Section 15 shall survive the termination of this Venue Agreement.

16 Indemnification by Venue

Venue shall indemnify, defend, and hold harmless Spartan/TM and Spartan/TM's directors, officers, employees, affiliates, agents and sponsors from and against all liability, demands, claims, suits, losses, damages, causes of action, fines, or judgments (including attorneys' fees, witnesses' fees, court costs and expenses related thereto) for injury or death to persons, including Spartan/TM's employees, agents and invitees and for any damage, destruction, or loss of property arising out of or in connection with Venue's activities related to the Event, Venue's negligence or Venue's breach of this Venue Agreement, reduced proportionately where caused in whole or in part by the intentional, reckless, and/or negligent acts of Spartan/TM and/or Spartan/TM's directors, officers, employees, affiliates and/or agents. The obligations of

Venue under this Section 16 shall survive the termination of this Venue Agreement.

17 Liability Waivers

Spartan/TM shall require each Event participant, Event spectator, and Event volunteer to execute a liability waiver, which shall include, among other things, a waiver of any and all claims, causes of action, or lawsuits against Spartan/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 copy of the participant Waiver is attached as **Schedule 2 – Form of Waiver**.

Venue will work with Spartan/TM in good faith to ensure that the venue provided waiver will get signed by event attendees. Venue will be responsible for any costs associated with fabricating and/or sourcing venue specific waivers for the event.

18 Events of Default of Spartan/TM and Venue's Remedies

18.1 The occurrence of any one or more of the following events shall constitute an event of default of Spartan/TM ("**Event of Default of Spartan/TM**") under this Venue Agreement:

- (a) Spartan/TM shall fail to remit any payment due hereunder within thirty (30) business days of the relevant due date for each payment and upon written notice from Venue, fails to remit any such payment within thirty (30) business days of such notice; or
- (b) Spartan/TM shall fail to observe or perform any of the covenants, terms, and conditions contained in this Venue Agreement on Spartan/TM's part to be observed or performed (other than the monetary payments referred to in subsection (a) above), and such failure shall continue and not be cured for a period of ten (10) business days after written notice to Spartan/TM by Venue as provided for herein; or if more than ten (10) business days is reasonably required to cure such failure with reasonable diligence, Spartan/TM shall not have promptly begun to correct the same within ten (10) business days after such written notice from Venue, or shall, having promptly begun to correct such failure, thereafter fail to pursue the same to completion with reasonable diligence.

18.2 If Spartan/TM chooses not to hold an Event, or chooses not to hold any days of an Event for any reason or no reason, it shall not be considered an Event of Default of

Spartan/TM. For the avoidance of doubt, in the event that Spartan/TM elects not to hold an event for any reason, no payments shall be due and Spartan/TM is not in default by not making payments.

18.3 Upon the occurrence of any Event of Default of Spartan/TM as set forth hereinabove, Venue may do any or all of the following:

- (a) Terminate the unexpired Term of this Venue Agreement by further notice to Spartan/TM effective as of the time of giving said notice; and/or,
- (b) Exercise any other remedy permitted by law; and/or,
- (c) Enforce concurrently its remedies under (a) and (b) above to maximum extent permitted by law.

19 Events of Default of Venue and Spartan/TM's Remedies

19.1 The occurrence of any one or more of the following events shall constitute an event of default of Venue ("**Event of Default of Venue**") under this Venue Agreement:

- (a) Venue shall fail to observe or perform any of the covenants, terms, and conditions contained in Section 4, Section 5, and/or Section 7, and such failure shall continue and not be cured for a period of ten (10) days after written notice to Venue by Spartan/TM; or,
- (b) Venue shall fail to observe or perform any of the covenants, terms, and conditions contained in this Venue Agreement on Venue's part to be observed or performed (other than the covenants, terms and conditions contained in subsections (a) above) and such failure shall continue and not be cured before the Event Weekend.

19.2 Upon the occurrence of any Event of Default of Venue as set forth hereinabove, Spartan/TM may do any or all of the following:

- (a) Terminate the unexpired Term of this Venue Agreement by further notice to Venue effective as of the time of giving said notice; and/or,
- (b) Exercise any other remedy permitted by law; and/or,

- (c) Enforce concurrently its remedies under (a) and (b) above to maximum extent permitted by law.

20 Notices

Any notice required or permitted under this Venue Agreement shall be deemed properly given if in writing and if (i) hand-delivered to either party, (ii) mailed by registered or certified mail, postage prepaid with return receipt requested to either party at the address set forth below, or (iii) emailed to the email address set forth below. Any notice shall only be effective upon delivery.

- (a) For notice to Spartan/TM:

OCR US HOLDINGS
Attn: General Counsel
234 Congress Street
5th Floor
Boston, MA 02110

234 Congress Street
5th Floor
Boston, MA 02110

- (b) For notice to Venue:

Reveille Peak Ranch
Attn: Vol Montgomery
105 County Road 114
Burnet, TX 78611

21 Force Majeure

Neither party shall be liable in damages for any delay or default in performing or complying with any provisions of this Venue Agreement if such delay or default is caused by conditions beyond its control, including but not limited to: Acts of God, wars, terrorist activity, insurrections, epidemics and/or any other cause beyond the reasonable control of the party whose performance is affected. The party whose performance is affected shall give immediate notice to the other party of the cause and shall eliminate the effect(s) of such cause as soon as reasonably possible.

22 Attorney's Fees

- 22.1** Should Venue prevail in any action against Spartan/TM in response to any Event of Default of Spartan/TM, Venue shall be entitled to collect from Spartan/TM any costs and expenses (including, but not limited to, attorneys' fees) incurred by Venue in connection with such action.

- 22.2** Should Spartan/TM prevail in any action against Venue in response to any Event of Default of Venue, Spartan/TM shall be entitled to collect from Venue any costs and expenses (including, but not limited to,

attorneys' fees) incurred by Spartan/TM in connection with such action.

23 Knowingly and Freely Made

The parties represent and warrant to each other that they have completely read and fully understand each of the terms and provisions of this Venue Agreement and that they have executed this Venue Agreement based on their own judgment and the advice of their own attorneys, of their own free will, and without reliance upon any statement or representation of others not specifically set forth in writing in the Venue Agreement.

24 Representations and Warranties

- 24.1** Each party represents and warrants to the other party as of the date of this Venue Agreement that:

- (a) It is a legal entity duly organized and validly existing under the laws of its state and/or country of incorporation, as applicable;
- (b) It has the power and authority to execute and deliver this Venue Agreement and to perform its obligations hereunder; and
- (c) The execution, delivery and performance by it of this Venue Agreement and its compliance with the terms and provisions hereof does not and will not conflict with or result in a breach of any other agreement or relationship by a party with any other party.

- 24.2** Venue warrants and represents that 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.

- 24.3** Venue warrants and represents that any Venue staff that uses any of Venue's vehicles or machinery will be properly licensed and trained to use such vehicles or machinery for the three (3) month period leading up to and inclusive of the Event, and during the tear down and clean up after the 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.

25 Parties in Interest, Assignment and Sale

- 25.1** This Venue Agreement shall inure to the benefit of and shall be binding upon and enforceable by Spartan/TM's successors, assigns, subsidiaries, sister companies and legal representatives.

25.2 Venue may not assign this Venue Agreement or any of Venue's rights and obligations under this Venue Agreement without Spartan/TM's prior written consent, and any attempted assignment without such consent shall be void. Spartan/TM shall not unreasonably withhold its consent.

25.3 In the event that Venue sells or transfers ownership of the Property (or any part thereof) during the Term, Venue shall inform Spartan/TM of the sale or transfer within ninety (90) days prior to the expected closing date of the transaction, and Venue shall inform the successive Property owner(s) of this Venue Agreement and Venue shall remain liable for its obligations under this Venue Agreement unless such successive owner(s) agree to assume Venue's obligations under this Venue Agreement, in writing, and Spartan/TM does not object.

26 Entire Agreement

This Venue Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior negotiations, undertakings, agreements, and arrangements, oral or written, with respect thereto. No inference or presumption of any kind shall be drawn against Spartan/TM by reason of it having drafted this Venue Agreement.

27 Counterparts

This Venue Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

28 Headings

The subject headings of the sections of this Venue Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of the provisions of this Venue Agreement.

29 Amendment

This Venue Agreement may only be amended by an agreement in writing signed by Venue and Spartan/TM.

30 Severability

This is a severable agreement and in the event that any provision of this Venue Agreement shall be held to be unenforceable by a court of competent jurisdiction, it is expressly agreed that this Agreement shall be construed so that the remaining provisions shall not be affected, but shall remain in full force and effect, and any such unenforceable provisions shall be deemed, without further action on the part of any person or entity, to be

modified, amended and/or limited, but only to the extent necessary to render the same valid and enforceable in such jurisdiction.

31 Governing Law and Jurisdiction

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas, without reference to its rule on conflicts of law. Each of the parties agrees and submits to the jurisdiction of Texas courts and further agrees that any action or proceeding under, in connection with or relating to this Venue Agreement shall be exclusively brought in and adjudicated by any state court or the federal court in Texas.

32 Confidentiality and Public Relations

32.1 Venue acknowledges and agrees that in connection with this Venue Agreement, Spartan/TM may disclose certain Confidential Information to Venue, which Venue has a duty to protect. "**Confidential Information**" means information in any form or medium concerning:

- (i) technical and business information relating to Spartan/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;
- (ii) the design, construction, insurance, operation maintenance and/or management of adventure event courses and their components, including but not limited to information regarding the design or construction of obstacles used in such courses;
- (iii) participants, volunteers, spectators, staff or any other individuals or groups present at any of Spartan/TM's adventure events, or concerning any actual, alleged or potential injuries, accidents, illnesses or other similar incidents that may occur at the location of or in connection with such events; or
- (iv) the terms and conditions of this Venue Agreement, including but not limited to the Event Fee and the amounts of insurance required;

in each case, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure. In addition to the above, Confidential

Information shall also include, and Venue shall have a duty to protect, other confidential and/or sensitive information which is (x) disclosed by Spartan/TM in writing and marked as confidential (or with other similar designation) at the time of disclosure; and/or (y) disclosed by Spartan/TM in any other manner and identified as confidential at the time of disclosure.

32.2 Venue agrees to use the Confidential Information only for the purpose of performing its obligations under this Venue Agreement.

32.3 Venue agrees not to disclose any Confidential Information to any third party (whether an individual, corporation, or other entity) without the prior written consent of Spartan/TM, except on an as-needed and confidential basis to Venue's accountants, attorneys and other professional advisors, or as required by law.

32.4 Venue agrees not to publish, share, disseminate, reproduce or make any public statements or

announcements regarding Confidential Information, nor allow others to do so.

32.5 Venue agrees that Venue and its agents and employees shall not speak on Spartan/TM's behalf to the media, whether television, print, internet or any other type of media. Venue further agrees to refer all inquiries from any members of the media to Spartan/TM's public relations team.

Venue's obligations under this Section 32 shall survive the termination of this Venue Agreement.

33 Term

This Venue Agreement shall commence as of the date of its execution and shall continue in effect until December 31, 2023 unless sooner terminated pursuant to Section 18 (*Events of Default of Spartan/TM and Venue's Remedies*) or Section 19 (*Events of Default of Venue and Spartan/TM's Remedies*).

[SIGNATURE PAGE TO FOLLOW]

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Event Agreement as of the day and year first hereinabove written.

Signed by **VOL MONTGOMERY**
for and on behalf of
Reveille Peak Ranch, LLC

)
) Owner
)

Giles Chater

®

Signed by **GILES CHATER**
for and on behalf of
SPARTAN RACE INC

)
) COO
)

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Event Agreement as of the day and year first hereinabove written.

Signed by VOL MONTGOMERY
for and on behalf of
Reveille Peak Ranch, LLC

) 
) Owner
)

Signed by GILES CHATER
for and on behalf of
SPARTAN RACE, INC

) _____
) COO
)

SCHEDULE 3 – FORM OF EVENT AGREEMENT

2023 EVENT AGREEMENT

Reveille Peak Ranch, LLC ("Venue")	Office Location: 105 County Road 114 Burnet, TX 78611 Contact: Vol Montgomery
OCR US HOLDINGS, LLC dba Spartan/TM ("Spartan/TM") and Spartan Race, Inc., ("Spartan") with both parties combined referred to in this agreement as (" Spartan/TM. ")	Type of Entity: Delaware Limited Liability Companies Legal Notice Address: 234 Congress Street 5 th Floor Boston, MA 02110 Contact: Lauren Taylor 919.696.7846 LaurenT@spartan.com
Date of Event Agreement	February __, 2023
Date(s) of Event	Spartan Austin - May 20th - 21st, 2023
Term	This Event Agreement shall commence on the Date of Event Agreement and shall continue until ten (10) days after the conclusion of the Event.
Terms of Event Agreement Venue is the legal owner and operator of the real estate located at 105 County Road 114, Burnet, TX 78611 (the " Property "), which consists of, amongst other things, over (1000) acres of trails, woods, fields, and mountainous terrain. Spartan/TM is a company that markets, organizes, and conducts events. Spartan/TM would like to organize events (singularly, an " Event " and in the plural, the " Events ") at the Property utilizing amongst other things, the Property's trails, fields, creeks, ponds, woodlands, trails, and meadows, and other amenities. An Event may last between one (1) and three (3) days. Venue has agreed to provide Spartan/TM with exclusive access to the Property for the Event(s) and to provide certain other access rights, amenities, assistance and support.	

2026 EVENT AGREEMENT

Reveille Peak Ranch, LLC ("Venue")	Office Location: 105 County Road 114 Burnet, TX 78611 Contact: Vol Montgomery 512.755.1177 volrptexas@gmail.com
Spartan Race, Inc. , ("Spartan") with both parties combined referred to in this agreement as ("Spartan/TM.")	Type of Entity: Delaware Limited Liability Companies Legal Notice Address: 234 Congress Street 5 th Floor Boston, MA 02110 Contact: Lauren Taylor 919.696.7846 LaurenT@spartan.com
Date of Event Agreement	November 4, 2025
Date(s) of Event	2026 Austin Tough Mudder Event Weekend: February 28th - March 1st, 2026 2026 Austin Spartan Event Weekend: May 16th - 17th, 2026
Term	This Event Agreement shall commence on the Date of Event Agreement and shall continue until ten (10) days after the conclusion of the Event.
Terms of Event Agreement This Event Agreement is governed by the terms of the 2023 - 2027 Reveille Peak Ranch / Spartan Venue Agreement dated April 19, 2023 between Venue and Spartan/TM. Venue is the legal owner and operator of the real estate located at 105 County Road 114, Burnet, TX 78611 (the " Property "), which consists of, amongst other things, over (1000) acres of trails, woods, fields, and mountainous terrain. Spartan/TM is a company that markets, organizes, and conducts events. Spartan/TM would like to organize events (singularly, an " Event " and in the plural, the " Events ") at the Property utilizing amongst other things, the Property's trails, fields, creeks, ponds, woodlands, trails, and meadows, and other amenities. An Event may last between one (1) and three (3) days. Venue has agreed to provide Spartan/TM with exclusive access to the Property for the Event(s) and to provide certain other access rights, amenities, assistance and support.	

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Event Agreement as of the day and year first hereinabove written.

Signed by **VOL MONTGOMERY**
for and on behalf of
Reveille Peak Ranch, LLC

)
) Owner
)

Giles Chater
a

Signed by **GILES CHATER**
for and on behalf of
SPARTAN RACE INC

)
) COO
)

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Event Agreement as of the day and year first hereinabove written:

Signed by YOL MONTGOMERY
for and on behalf of
Reveille Peak Ranch, LLC

)
) 
) Owner
)

Signed by GILES CHATER
for and on behalf of
SPARTAN RACE INC

)
) _____
) COO
)

SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Event Agreement as of the day and year first hereinabove written.

Signed by **VOL MONTGOMERY**)
for and on behalf of) Co-Owner
Reveille Peak Ranch, LLC)

Signed by **JEFF CONNORS**)
for and on behalf of) COO
OCR US HOLDINGS, LLC dba Spartan/TM)



Austin Tough Mudder Section B - Attachment 2

Tough Mudder will not have performers at this event. This attachment is not applicable.

Austin Tough Mudder Section B - Attachment 3

Tough Mudder fee structure for the Austin Event at Reveille Peak Ranch. All participants and spectators will be charged a fee to attend, the fee will be determined based on the course distance and how far in advance of the race the tickets are issued.

	15K	5K	Multi-Lap Racers	Spectators
Saturday	\$149.00	\$139.00	\$199.00	\$15



Austin Tough Mudder Section C - Attachment 1

To ensure the standards of health and sanitation are maintained, Tough Mudder will provide portalets for participants at various locations throughout the festival, parking, and course areas. In the festival area, portalets are provided at a ratio of 1:150 (rounding up to the nearest 5). ADA toilets will be provided at a ratio of 1:10 (1 ADA portalet for every 10 regular portalets). Please see the table below for the number of toilets we are currently planning to order based on participant projections as of 01/07/2025.

	Regular Portalets	ADA Portalets
Basecamp (Staff only)	2	0
Volunteers	0	1
Medical	0	1
Festival*	35	4
Water Stations & Course	10	0
Spectator Outpost	1	0
Parking*	9	1
TOTAL	57	7

*These numbers will change as participant projections increase/decrease as we get closer to the event.

Additionally, Tough Mudder provides a cold rinse area for participants to rinse off after their event.



Austin Tough Mudder Heat Capacity Plan

We are expecting approximately 4,900 total participants and spectators on Saturday, February 28, 2026. On Saturday, participants will be split into heats of 185 that will go off every 15 minutes beginning at 8:00 am Saturday and running until approximately 2:00 pm Saturday. This will ensure a steady turnover between inbound and outbound attendees each day.

Austin Tough Mudder Parking Plan

On Saturday, February 28, 2026, there will be approximately 4,900 total patrons, spectators, sponsors, staff and volunteers attending and working the Austin Tough Mudder event weekend at Reveille Peak Ranch located at 105 County Rd 114, Burnet, TX 78611. All attendees, including, but not limited to staff, ADA, and vendors will be directed via notice in advance and with coroplast road signs to park in the designated parking areas at Reveille Peak Ranch. Tough Mudder will hire the appropriate number of parking attendants, police officers, and security personnel to keep traffic moving, check credentials, utilize parking spaces efficiently, and respond to emergencies or accidents. Finally, Tough Mudder will supply all essential materials such as cones, light towers, signage, and trash bags to ensure safety, comfort, clear direction, and cleanliness for all hired staff, rented space, and customers. This plan will commence from approximately 5:15 AM to 8 PM on Saturday.

Lot Overview

The parking area at Reveille Peak Ranch is a large grass field composed primarily of hard packed earth, rocks, and gravel. The ground is very hard but is susceptible to rain as the Spartan Race experienced in 2018. It should be noted that the ground also has plenty of cacti, rebar, boulders, farming equipment, trees and other obstacles that we will have to work around to the best of our ability. There is an abundance of space but these obstacles make it difficult to park vehicles in a traditional row by row fashion. We will have to work around these obstacles while trying to retain traditional rows to the best of our ability. All vehicles will be parked as close as possible to maximize available space and minimize additional clean up.

Day	Total Projected Attendance (racer + spectator)	Number of Vehicle Spaces Needed
Saturday	4,990	2,611

Parking Ingress and Egress Plan

General Parking Area:

Traffic for this event will be coming from two directions. Vehicles coming from the North, East, and South will be arriving through the town of Burnet via TX-29 and FM-2341. From here they will turn on to CR-114 and follow this road until they arrive at the designated parking area to their left. Vehicles coming from the West will be arriving via TX-29 and Ranch Road 690. Vehicles will continue on Ranch Road 690 until it becomes CR-114, which they will then briefly continue on before reaching the designated parking area on their right. Vehicles will exit the venue by continuing straight on the ingress road until they reach the Tough Mudder staff basecamp. At this point vehicles will be directed to the left to exit the property. This route will ensure vehicles never need to double back the way they entered, alleviating traffic and backups further. Tough Mudder will provide 4 light towers, and hire local police to assist with traffic control and parking operations.

Event Schedule: *subject to change

SATURDAY, 2/28:

5:15 AM: Parking staff report

5:30 AM: Tough Mudder staff begin arriving

6:00 AM: (4) Police officers report for duty

- Stationed at: parking ingress, parking egress, intersection of 2341/114, intersection of 2341/29

6:00 AM: Parking opens

6:00 AM: Volunteer check-in opens

7:00 AM: Festival opens

8:00 AM: First heat

9:00 AM - 11:00 AM: Peak arrival hours

1:30 PM: Expected last car arrival

2:00 PM: Last heat

2:00 PM: Relieve parking staff

3:00 PM: Relieve officers

7:00 PM: Course closes

See reference pictures on the next page.





Austin Tough Mudder Emergency Action Plan

Company Name: Spartan Race, Inc

Address: 234 Congress St, Fl 5, Boston, MA 02110

Company Contact:

Name: Gabrielle Engel | Joseph Haas | TJ Trevino | Jacob Lensing

Title: Event Project Manager | Event Director | Construction Manager | Festival Manager

Telephone: 715-205-7810 | 731-336-1901 | 661-313-4424 | 812-550-3629

Email: gabrielle.engel@spartan.com | joseph.haas@spartan.com | tj.trevino@spartan.com | jacob.lensing@spartan.com

ALERTS:

In the event of an emergency, employees are alerted by:

Public Address system announcement

Verbal Announcement

POLICY:

In the event of fire or other emergency, ALL employees shall evacuate immediately.

ROUTES:

In the event of an emergency evacuation, all patrons shall calmly and orderly evacuate the property and return to their vehicles. The Tough Mudder Management team will communicate and direct the safest path to exit the property in coordination with the onsite law enforcement and traffic control.

EXTINGUISHERS:

Portable fire extinguishers are provided in the workplace for employee use. In the event of fire, any employee may use extinguishers to attempt to extinguish a fire before evacuating.

OPERATIONS:

In the event of an emergency, the following employees are to remain in the workplace to shut down or monitor critical operations before they evacuate: *Event Director, Construction Manager, Festival Manager, and Festival Lead.*

DUTIES:

The following employees are to perform rescue or medical duties during an emergency: *Medical Director and appointed staff.*

ASSEMBLY:

After an emergency evacuation, employees are to gather in the following location(s):

If the emergency allows, all employees will assemble at Tough Mudder Basecamp. If the emergency calls for the venue to be evacuated, Tough Mudder employees will gather in the staff hotel parking lot (Best Western Post Oak Inn - 908 Buchanan Dr. Burnet, TX 78611).

ACCOUNTING:

After an emergency evacuation, the procedure for accounting for all employees is:

Event Director will communicate to all Tough Mudder staff via two-way radio and PA system to report to Basecamp. Zone Leaders (*Registration, Bag Check, Finish Line, Merchandise, Festival, and Course*) will initially be responsible for bringing their team to Basecamp. It will then be the Event Director's responsibility to account for all employees before evacuating (*if applicable*).

ADDITIONAL INFORMATION:

IAP to be provided upon request.

Austin Tough Mudder Severe Weather Plan

Tough Mudder Event Leadership and Venue Staff will monitor weather using the following technology:

- [WeatherBug Spark phone App](#)
- [NOAA Radar Cast](#)

In the event of any imminent weather emergency, communication will be established between Venue POC, Spartan POC, Bus POC, and Police POC via radio.

The following thresholds have been established for **lightning strikes** in the area:

Lightning within 10 Miles:

All: There is lightning within 10 miles. The race is currently on hold and we will resume heats once the storm has passed.

To Customers in Parking: Stay in your cars until you are alerted that all is clear.

To Customers in Festival: No action needed by any customers in festival. Heats will resume when the storm has passed – listen for announcements. If the lightning comes within 3 miles, we will close festival.

To Customers on Course: All obstacles are closed and you should seek safe shelter immediately.

Resuming Operations

Once there has been no lightning strikes within 10 miles for 20 minutes, Tough Mudder and venue staff will look at forecasted weather and decide if it's safe and appropriate to resume operations. Tough Mudder event leadership makes final decision on resuming race operations and announces over radios and to venue POCs.

If the decision is made to resume operations, Tough Mudder staff will check all tents and obstacles for structural damage, including loose tent stakes, missing poles, and loose straps. Attendees will not be allowed to return until staff has confirmed that all areas are safe.

Other hazardous weather scenarios and plans are addressed below.

Hazardous Situation	Precautions for Attendees in Festival	Precautions for Attendees on Course
Severe Thunderstorm with Lightning and Hail	Attendees in Festival area will be instructed to seek shelter in their personal vehicles. Will wait for storm to pass if possible. No heats of participants will be allowed to start until it is safe to resume.	All obstacles will be closed and Tough Mudder staff zone leaders will perform a sweep to ensure their areas are clear.
Wildfire	Attendees in festival area will be instructed to evacuate following the Severe Weather Evacuation Communication Plan (<i>See Below</i>). Participants will return to their vehicles where they will be instructed to exit the event premises to a safe location. In the event that some participants are not	Attendees on course will be instructed to evacuate following the Severe Weather Evacuation Communication Plan. Participants will return to the main parking area where they will be instructed to exit the event premises to a safe location.

	able to evacuate, they will be instructed to seek shelter in the bordering lake.	
NWS Issues a Tornado Warning	Attendees in festival area will be instructed to evacuate following the Severe Weather Evacuation Communication Plan (<i>See Below</i>). Participants will return to their vehicles where they will be instructed to exit the event premises to a safe location.	Attendees on course will be instructed to evacuate following the Severe Weather Evacuation Communication Plan. Participants will return to the main parking area where they will be instructed to exit the event premises to a safe location.

Other Weather Cues Staff Will Monitor When Deciding whether to Evacuate:

- Branches on trees break
- Anchoring devices on tents begin to fail or tents move (e.g., tent poles wobble, ropes snap, tent tops become ripped)
- Rain falls so hard it runs off the tent in sheets
- Excessive heat, smoke, or fire is in the vicinity.

Severe Weather Evacuation Communication Plan:

In the event that severe weather requires festival and course to be cleared, communication will be of the following structure:

1. **All:** Due to severe weather, the event has been put on hold and we must clear the festival.
2. **To Customers in Parking:** The event has been put on hold. Please exit the main lot and drive to a safe location.
3. **To Customers in Festival:** We are clearing the festival for your safety. Please collect your car keys and return to parking to exit the event.
4. **To Customers on Course:** All obstacles are closed and the event has been put on hold for your safety. Follow the Tough Mudder staff zone leader to the nearest exit. Return to the main parking lot.
5. **To All Volunteers:** (*In Festival*) We are clearing the festival for your safety. Please return to parking to exit the event. (*On Course*) All obstacles are closed and the race has been put on hold for your safety. Please return to parking to exit the event.

Communication to Participants/Spectators

The decision to evacuate the event site will be communicated via the following methods:

- Loudspeaker announcements over the house public address system. Light Towers in parking will be used to signal to attendees in their vehicles if necessary.
- Tough Mudder personnel/volunteers will canvas the festival and course areas to advise the evacuation order and direct to evacuation sites.
- Advisories will be issued through social media and event website.

Communication to Police and Local Emergency Services

If severe weather warrants evacuation of the premises, onsite traffic control officers will be immediately notified so that they can facilitate the flow of traffic in an orderly fashion. If other local police, fire, or EMS departments have not yet been notified of the situation, Tough Mudder leadership will notify them and will inform staff/participants that local authorities have been notified.

In the event that severe weather requires local police, fire, and EMS services, Tough Mudder staff will work in conjunction with and defer to the direction of local authorities. Participants will return to their vehicles to ensure they can exit the premises to a safe location.



Lost Child and Lost Senior SOP

QRF Team (Quick Response Team):

- *Event Director - Ben Kimple*
- *Event Festival Manager - Jacob Lensing*
- *Event Construction Manager - Alden Ransom*

LOST CHILD OR SENIOR

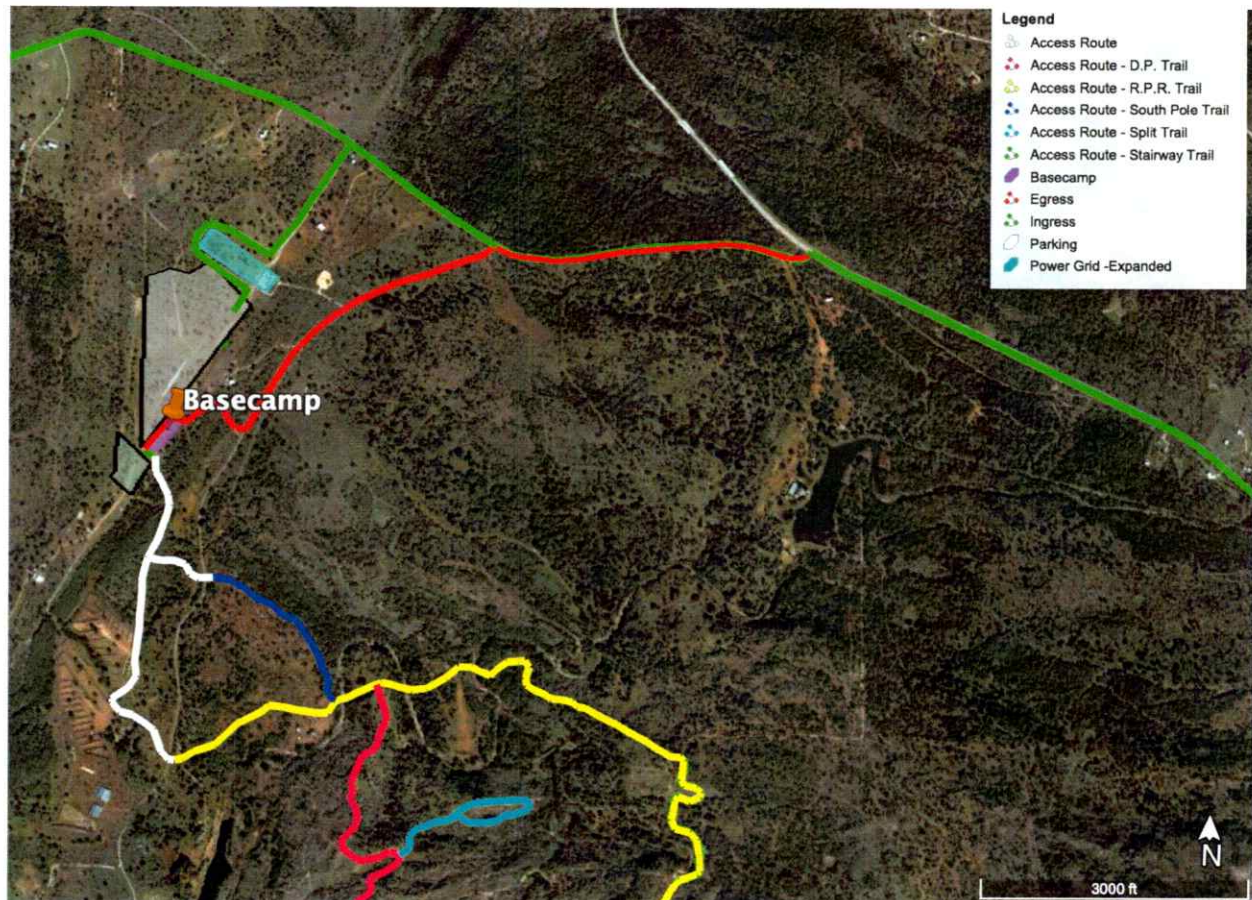
In the event that a child or senior is lost: *(parent/guardian report lost child or senior)*

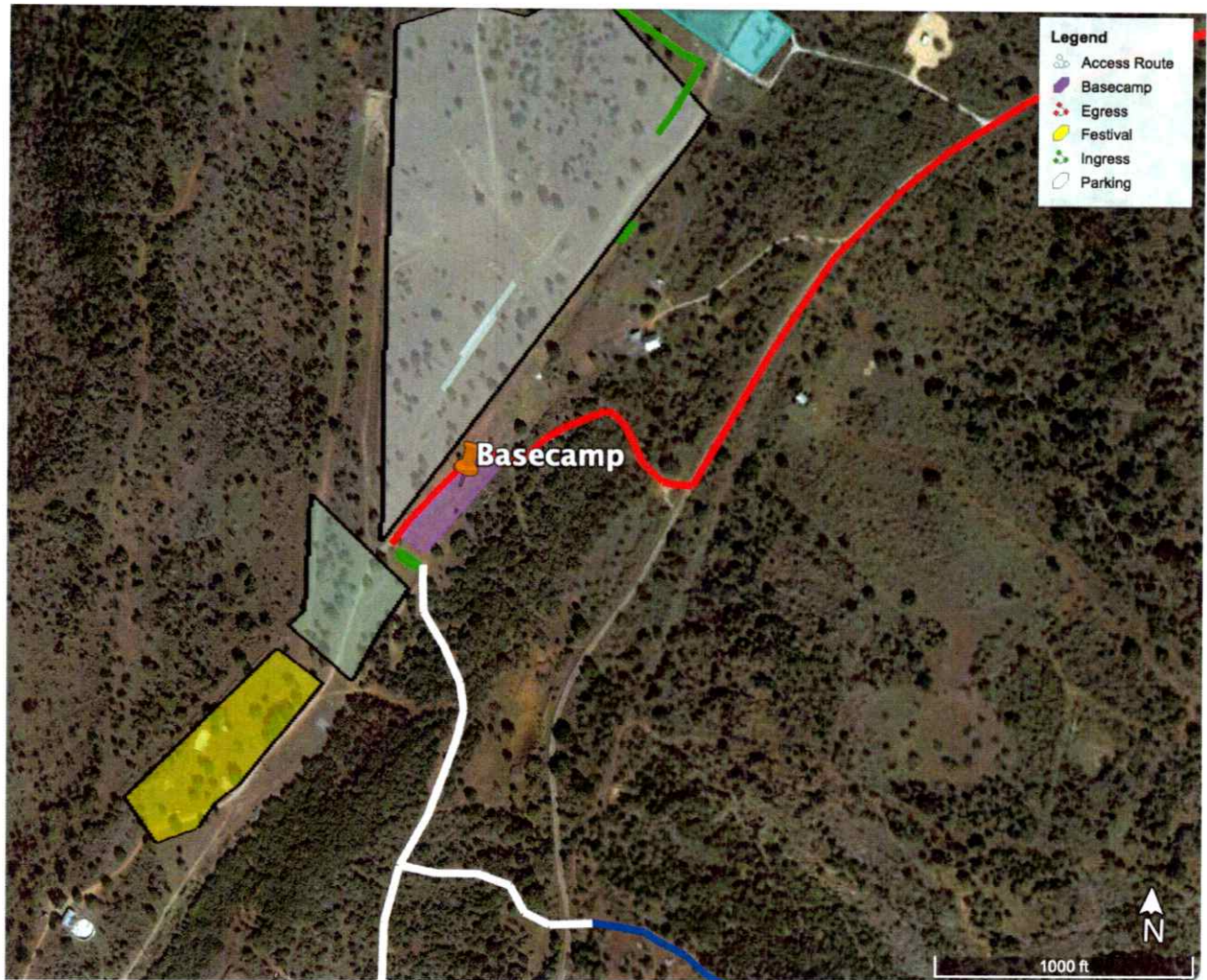
- QRF team is notified and all parties head to info tent
- All Tough Mudder staff alerted
- All exit points closed
- Music is turned off
- Announcements are made with description of child or senior, including:
 - Age
 - Hair color
 - Clothing/shoe color***No names are announced unless child is 16 or older or parental permission is given – parent/guardian should be made aware of the dangers of announcing the child's name***
- Parking staff are alerted
- On site authorities alerted
- Local authorities will determine when it is time to notify outside police department
- Exits do not open until child/senior is found
- Music does not commence until child/senior is found

LOST PARENT OR GUARDIAN

In the event that a parent/guardian is lost: *(child or senior reports separation from parent/guardian)*

- QRF team is alerted
- Child/senior is brought to Info Tent
- Parent/guardian is paged to main stage regularly until parent/guardian is located
- In the event that there is no response – registration will look up the name and identify parent's heat time
- Crew is alerted to bib number and name of parent/guardian
- Portion of QRF team goes out to help track down and bring parent/guardian back to child/senior
- Child/senior stays at info tent with staff member until parents are located and reunited
- Explanation of our policy is given to parent/guardian by ED or QRF team before being released







Austin Tough Mudder Section E

1.	Parking area for attendees	Image 1
2.	Entrance, exit, and interior roadways and walks	Image 1
3.	First aid stations & emergency medical resources	Image 2, 3 & Description, pg 3
4.	Restrooms facilities	Image 2 & Description, pg 3
5.	Water Stations	Image 1
6.	Number of food stations & types of food	Description, pg 3
7.	Number, type, and provider of solid waste containers	Description, pg 3
8.	Promoter's headquarters	Image 1
9.	Parking areas designated for the gathering	Image 1
10.	Health inspector access points	Image 1
11.	Lighting plan	Image 1 & 2

Image 1

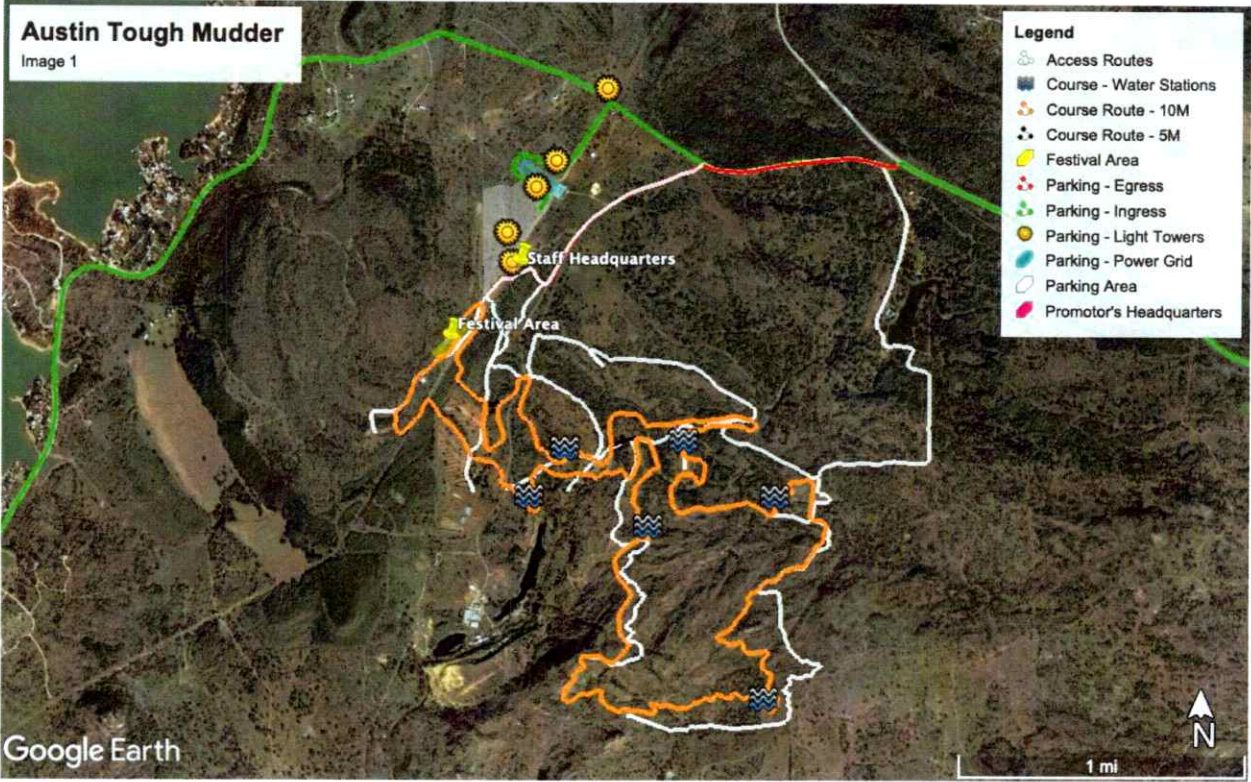


Image 2

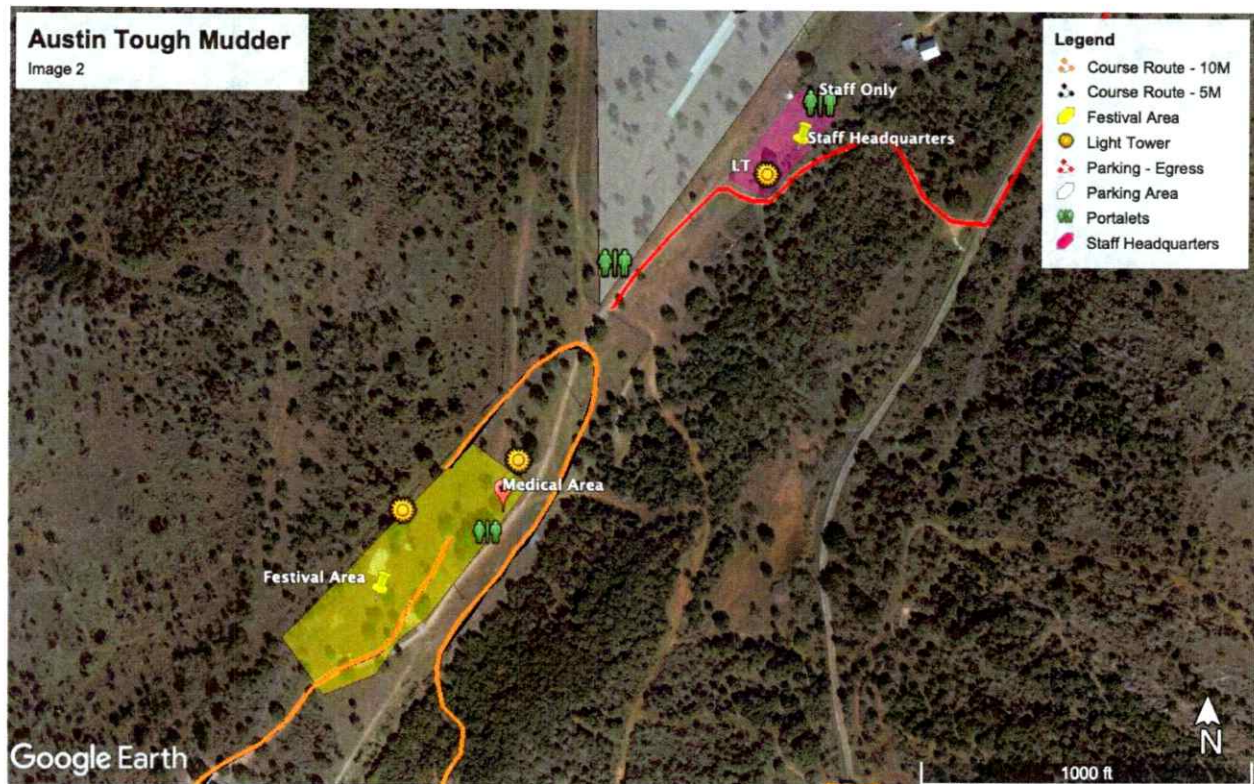


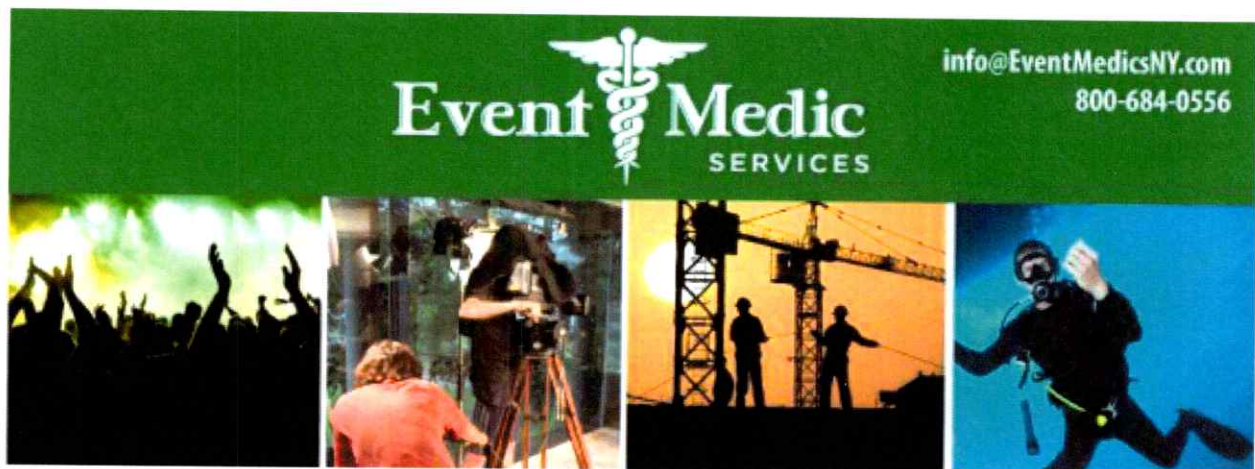
Image 3

This image indicates possible landing zones for helicopters. Primary landing zone is closer to the festival area and in very close proximity to several obstacles on the course. Secondary landing zone is more isolated from the course and festival.



Descriptions

3. Aid stations and emergency medical resources
Full medical plan outlined in Section C - Attachments 2 & 3
Indicated in image 2 with #18
4. Restrooms
Image 1 - each water station has 1 portalets
Image 2 - Festival restroom location indicated
6. Number of food stands & type of food
Still working with vendors, typically 2-3 food trucks
7. Number, type, and provider of solid waste containers
~(50) trash frame receptacles placed around festival area, owned and managed by Tough Mudder
(2-3) 50-gallon trash can placed at each on course water station
(3) 40-yd and (3) 20-yd dumpsters will be used, rented from **BRB Dumpsters**



Incident Action Plan 2026

Tough Mudder

Date(s) of race: 2-28-26

Location: Reveille Peak Ranch - 105 Co Rd 114, Burnet TX 78611

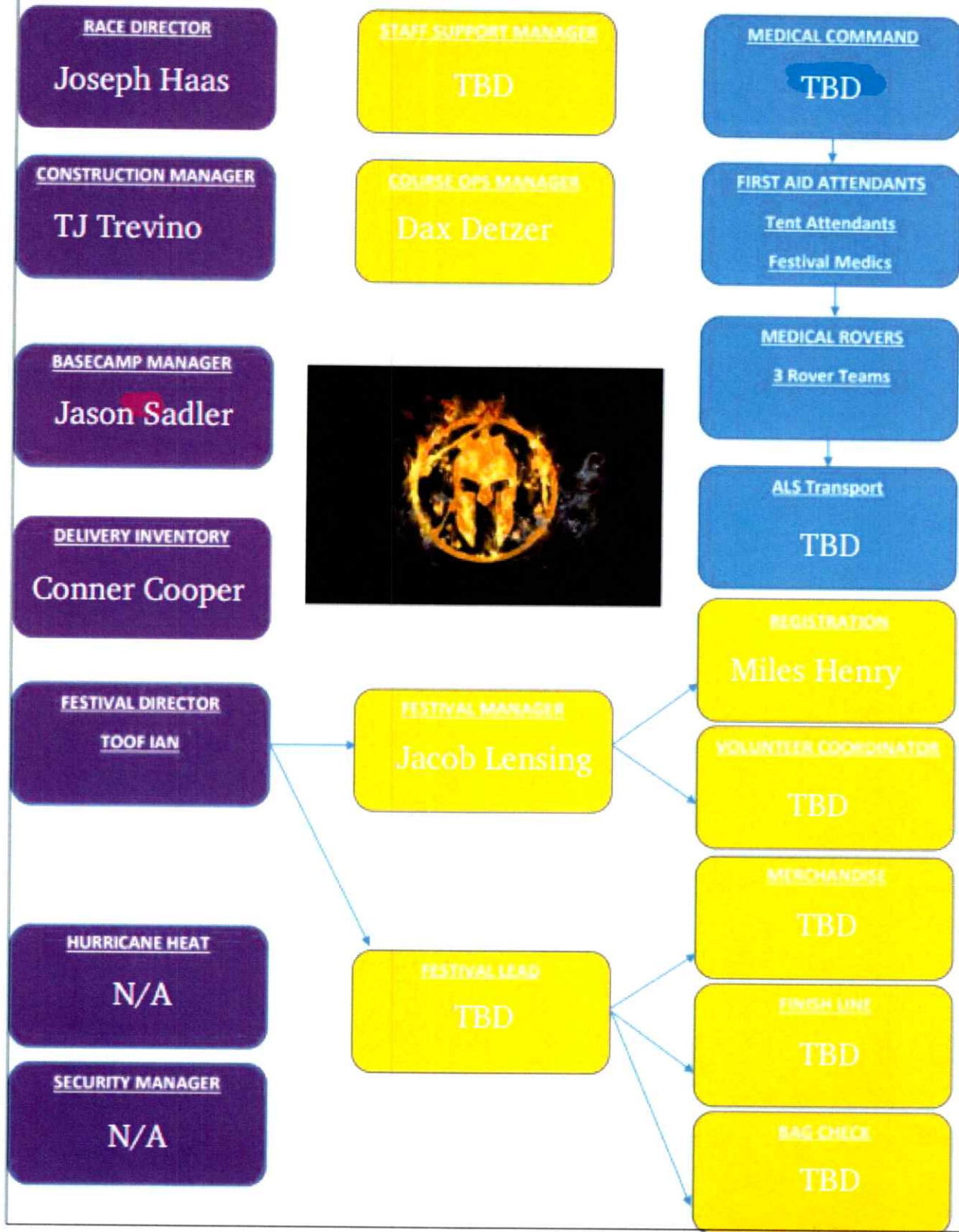
INCLUDED IN THIS DOCUMENT

• Brief Event Description	• Event Medics Response Overview
• Organizational Chart	• Event Medical Patient Care Reports
• Key Contacts	• Weather
• ICS FORM 210	• Directions to the Nearest hospital
• ICS FORM 202	• Course Map
• ICS FORM 204	
• ICS FORM 205	
• ICS FORM 206	
• ICS FORM 215A	

BRIEF EVENT DESCRIPTION

- A. Tough Mudder is a running/obstacle course endurance event that will take place only on the following day:
 - a. 15K Course & 5K Course on Saturday (2.28.26)
- B. The event uses a well-marked route, with a designated start and finish. There are approximately:
 - a. 24 Obstacles for the 15K Course
 - b. 15 Obstacles for the 5K Course
- C. Individuals and teams will start on a staggered basis throughout the day (waves of 200 maximum, every 15 minutes, beginning at 0800 AM on Saturday).
- D. This event is an endurance event and the risks and safety issues may include:
 - a. Medical issues associated with endurance events such as dehydration, illness, hypothermia, disorientation, or insufficient nutrition.
 - b. Overuse injuries such as blisters, muscle cramps, shin splints, stress fractures.
 - c. Traumatic and/or orthopedic injuries resulting from a fall or collision.
 - d. Medical conditions which may be triggered by physical stress or exertion in a high-altitude mountain environment and/or extreme variations in temperatures.

ORGANIZATION CHART



KEY CONTACTS

NAME	POSITION	PHONE	EMAIL
Ian Starkey	Project Manager		ian@eventmedics.com

All Event Medic Services personnel will be under the supervision of Event Medics, reporting directly to Ian Starkey Medical Project Manager.

INCIDENT BRIEFING (ICS 201)

1. INCIDENT NAME: Tough Mudder 5K/15K TX	2. INCIDENT NUMBER: Tough Mudder TX 2.28.26	3. DATE/TIME INITIATED: DATE: 2.27.26 TIME: 0900
INCIDENT BRIEFING ICS201 hereby provided as pertains to Medical Operations. - Friday, - Medical Facility to be erected, organized and all supplies accounted for. Course review/Operational Meeting conducted by Event Staff and Medical Command. On course review will be conducted by Medical Command and Roving Medical unit operators and will survey all obstacles, trails and event boundaries. - Saturday - Medical Briefing of all medical will commence ½ hours before start time. ALS (if scheduled to be on site during event) to attend this briefing. All medical/water rescue staff to be at their assigned posts 15 minutes prior to event start time. • Saturday February 28th 2026 - Medical operational period begins at 0730hrs - Saturday - Medical personnel will survey all obstacles and the designated trails leading to all obstacles when the event concludes to assure that there are no unidentified participants injured within this area. Medical operational period concludes at 2100hrs. - Saturday ALS units (if on site) will be released from their assignment after Medical personnel have completed course survey at conclusion of event. • Saturday - At conclusion of operational period, all medical personnel will be debriefed, medical incident reports safeguarded and recorded		
4. SITUATION SUMMARY AND HEALTH AND SAFETY BRIEFING (for briefings or transfer of command): Recognize potential incident Health and Safety Hazards and develop necessary measures (remove hazard, provide personal protective equipment, warn people of the hazard) to protect responders from those hazards. - Medical personnel on site to provide First Aid to all persons within the event boundaries. Persons requiring more advanced care will be transferred to local ALS unit having jurisdiction via 911 system (or on site standing by) - MCI or other patient load concerns to be relayed immediately to local 911 system. - Active shooter, terrorism, suspicious activities etc. to be reported immediately to Event Command and local 911. If safe to do so, all medical personnel on site will report to Medical Command location and await orders. If not safe to do so, medical personnel will report to main entrance and await instructions. Medical personnel will not interfere with criminal activities. - Any unsafe situation will be reported to Event Command. Unaccompanied injured minors will be treated and released to Event Security or PD.		
PREPARED BY: NAME: Ian Starkey POSITION/ TITLE: Event Medic Services, Spartan Project Manager SIGNATURE: _____		
ICS 201, PAGE 1	DATE/TIME: _____	

INCIDENT BRIEFING (ICS 201)

1. INCIDENT NAME: Tough Mudder 5K/15K TX	2. INCIDENT NUMBER: Tough Mudder TX 2.28.26	3. DATE/TIME INITIATED: DATE: 2.27.26 TIME: 0900
4. CURRENT AND PLANNED OBJECTIVES: 1. Provide land-based EMS support to the existing EMS personnel staffed at the Main Medical Tent, and rovers during the race event on February 28th 2026 2. Provide primary EMS service to anyone being transported to the triage area at Main Medical Tent or Remote Medical Ten 3. Provide additional EMS service to anyone requiring assistance on the race course or spectator areas or parking lot.		
5. CURRENT AND PLANNED ACTIONS, STRATEGIES AND TACTICS:		
TIME:	ACTIONS:	
0730hrs	ARRIVAL OF MEDICAL TEAM STAFF TO MAIN MEDICAL TENT	
0730hrs	COMMENCEMENT OF BRIEFING TO ALL MEDICAL AND WATER RESCUE PERSONNEL	
0730hrs	ARRIVAL OF EMS UNITS	
0745hrs	ALL MEDICAL ROVERS TO BE ON RACECOURSE	
0745hrs	ALL FESTIVAL MEDICS TO BE IN FESTIVAL AREA	
0745hrs	RADIO COMMUNICATIONS CHECK FOR ALL STAFF AND CHANNELS	
0800hrs	EVENT BEGINS	
1900hrs	EVENT ENDS	
PREPARED BY: NAME: Ian Starkey POSITION/ TITLE: Event Medic Services, Spartan Project Manager SIGNATURE: _____		
ICS 201, PAGE 2	DATE/TIME: _____	

INCIDENT OBJECTIVE (ICS 202)

1. INCIDENT NAME: Tough Mudder 5K/15K TX	2. OPERATIONAL PERIOD: Date From: 2-28-26 Time From: 0700 Time To: 1900	
3. OBJECTIVE(S): 1. CONDUCT AN OBSTACLE COURSE ENDURANCE EVENT AT Reveille Peak Ranch, LENGTH OF APPROX 3 MILES (5K) 8 MILES (15 K) 2. CONDUCT EVENT ACCORDING TO PRE ESTABLISHED TIMELINES 3. ADHERE TO RECOGNIZED SAFETY GUIDELINES 4. PROVIDE FIRST AID ASSISTANCE TO ALL PERSONS WITHIN THE EVENT BOUNDARIES		
4. OPERATIONAL PERIOD COMMAND EMPHASIS: 0700 hrs, Friday February 27th 2026— 1900 hours, Saturday February 28th 2026		
GENERAL SITUATIONAL AWARENESS ALL STAFF, VOLUNTEERS AND EVENT MANAGEMENT ARE TO REPORT ALL INJURIES TO THE EVENT MEDICAL COMMAND IMMEDIATELY. ALL PARTIES ARE TO BE NOTIFIED OF ANY DANGEROUS BEHAVIOR OR CONDITIONS PRESENT DURING THE EVENT.		
5. SITE SAFETY PLAN REQUIRED? YES ☐ NO ☐ APPROVED SITE SAFETY PLAN(S) LOCATED AT:		
6. INCIDENT ACTION PLAN (the items checked below are included in this Incident Action Plan ☐ if attached) ☐ ICS 202 ☐ ICS 204 ☐ ICS 205 ☐ ICS 206 MAP/ CHART ☐ WEATHER FORECAST/ TIDES/ CURRENTS ☐ ☐ CONTACT LIST ☐ ORGANIZATIONAL CHART		
7. PREPARED BY: NAME: Ian Starkey POSITION/ TITLE: Event Medic Services, Spartan Project Manager SIGNATURE: _____		
8. APPROVED BY INCIDENT COMMANDER: NAME: Ian Starkey SIGNATURE: _____		
ICS 202	IAP Page 8	DATE/TIME: _____

ASSIGNMENT LIST (ICS 204)

1. INCIDENT NAME: Tough Mudder 5K/15K TX	2. OPERATIONAL PERIOD: Date From: 2-28-26 Time From: 0700 Time To: 1900	3. BRANCH: DIVISION: GROUP: STAGING AREA:	
4. OPERATIONS PERSONNEL: RACE DIRECTOR: MEDICAL COMMAND: Ian Starkey BUILD DIRECTOR:			
8. RESOURCES ASSIGNED:			
RESOURCE IDENTIFIER	# OF PERSONS	CONTACT (e.g., phone, pager, radio, frequency, etc.)	Reporting Locations, Special Equipment and Supplies, Remarks, Notes, Information
RACE DIRECTOR	1	REPEATER 1	FESTIVAL/ COURSE
COURSE MANAGER	7	REPEATER 1	COURSE
MEDICAL COMMAND	15	REPEATER 1	FESTIVAL/ COURSE
FESTIVAL MANAGER	1	OPEN 5	FESTIVAL
SPARTAN PA	1	REPEATER 1	BASE CAMP
SPARTAN BCM	1	REPEATER 1	BASE CAMP
6. WORK ASSIGNMENTS: - ALL event staff will fall under RACE DIRECTOR (Fire, medical, water rescue, police)			
7. SPECIAL INSTRUCTIONS: NONE			
8. COMMUNICATIONS: Spartan Radio Channels • Festival- OPEN 5 • Course- REPEATER 1 • Medical- REPEATER 2 • Open- OPEN 7-8 • Medical Back up- OPEN 6 EMS Communications Spartan Radio with Identified Medical Channel			
8. PREPARED BY: NAME: Ian Starkey POSITION/ TITLE: Event Medic Services, Spartan Project Manager SIGNATURE: _____			
ICS 204	IAP Page 9	DATE/TIME: _____	

INCIDENT RADIO COMMUNICATIONS PLAN (ICS 205)

1. INCIDENT NAME: Tough Mudder 5K/15K TX		2. DATE/TIME PREPARED: Date 1-10-2026 Time: 0900		3. OPERATIONAL PERIOD: Date From: 2-28-26 Time From: 0700 Time To: 1900	
4. BASIC RADIO CHANNEL USE:					
CHANNEL #	FUNCTION	CHANNEL NAME	ASSIGNMENT	MODE	REMARKS
REPEATER 1	COURSE	REPEATER 1	COURSE STAFF	DIGITAL	SPARTAN RADIO
REPEATER 2	PRIMARY MEDICAL	REPEATER 2	MEDICAL STAFF	DIGITAL	SPARTAN RADIO
REPEATER 3	OPEN	REPEATER 3	ALL	DIGITAL	SPARTAN RADIO
OPEN 5	FESTIVAL	OPEN 5	FESTIVAL STAFF	ANALOG	SPARTAN RADIO
OPEN 6	MEDICAL BACKUP	OPEN 6	MEDICAL STAFF	ANALOG	SPARTAN RADIO
OPEN 7	OPEN	OPEN 7	ALL	ANALOG	SPARTAN RADIO
OPEN 8	OPEN	OPEN 8	ALL	ANALOG	SPARTAN RADIO
5. SPECIAL INSTRUCTIONS: NONE					
6. PREPARED BY: NAME: Ian Starkey POSITION/ TITLE: Event Medic Services, Spartan Project Manager SIGNATURE: _____					
ICS 205		IAP Page 10		DATE/TIME: _____	

MEDICAL PLAN (ICS 206)

1. INCIDENT NAME: Tough Mudder 5K/15K TX	2. OPERATIONAL PERIOD: Date From: 2-28-26 Time From: 0700 Time To: 1900					
3. MEDICAL AID STATIONS:						
NAME	LOCATION	CONTACT NUMBER(S)/ FREQUENCY	PARAMEDICS ON SITE?			
BASE FIRST AID (MAIN MEDICAL)	FESTIVAL AREA	REPEATER 2	☐ YES ☐ NO			
ROVER 1	ZONE 1	REPEATER 2	☐ YES ☐ NO			
ROVER 2	ZONE 2	REPEATER 2	☐ YES ☐ NO			
ROVER 3	ZONE 3	REPEATER 2	☐ YES ☐ NO			
ROVER 4	ZONE 4	REPEATER 2	☐ YES ☐ NO			
ROVER 5	ZONE 5	REPEATER 2	☐ YES ☐ NO			
ROVER 6	ZONE 6	REPEATER 2	☐ YES ☐ NO			
4. TRANSPORTATION (indicate air or ground):						
AMBULANCE SERVICE	LOCATION	CONTACT NUMBER/ FREQUENCY	LEVEL OF SERVICE			
City of Burnet EMS	MAIN MEDICAL		☐ ALS ☐ BLS			
5. HOSPITALS:						
HOSPITAL NAME	ADDRESS	CONTACT NUMBER	TRAVEL TIME	TRAUMA CENTER	BURN CENTER	HELIPAD
Ascension Seton Highland Lakes	3201 S Water St, Burnet, TX 78611			☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
6. SPECIAL MEDICAL EMERGENCY PROCEDURES: ALL REQUESTS FOR MEDICAL ASSISTANCE WILL BE PROVIDED TO MEDICAL COMMAND AND PATIENTS WILL BE TREATED AT THE ADVANCED FIRST AID LEVEL. PATIENTS WILL BE TRANSFERRED TO ALS HAVING JURISDICTION AND ON SITE IF ADVANCED PATIENT CARE IS REQUIRED. ☐ Check box if aviation assets are utilized for rescue. If assets are used, coordinate with Air Operations.						
7. PREPARED BY (MEDICAL UNIT LEADER): NAME: Ian Starkey SIGNATURE: _____						
8. APPROVED BY (SAFETY OFFICER): NAME : _____ SIGNATURE : _____						
ICS 206		IAP Page 11		DATE/TIME: _____		

INCIDENT ACTION PLAN SAFETY ANALYSIS (ICS 215A)

1. INCIDENT NAME: Tough Mudder 5K/15K TX	2. INCIDENT NUMBER: Tough Mudder TX 2.28.26
3. DATE/TIME PREPARED: Date 1-10-2026 Time: 0900	4.. OPERATIONAL PERIOD: Date From: 2-28-26 Time From: 0700 Time To: 1900

5. INCIDENT AREA	6. HAZARDS/ RISKS	7. MITIGATIONS
FESTIVAL	Choking, trip & fall, post event illness/ injuries	1 medic to be stationed within proximate area of festival
OBSTACLES COURSE FIELD	Injuries and illness' consistent with high impact activities	Roving medical unit to patrol areas. Event staff to monitor area and report medical incidents to Medical Command
PARTICIPANT PARKING LOT	Injuries and illnesses consistent with post event activities. Motor Vehicle/ pedestrian accidents.	Event staff to monitor area and report medical incidents to Medical Command
WATER OBSTACLES	Injuries and illness' consistent with high impact activities and water related injuries	Roving medical unit to patrol areas. Event staff to monitor area and report medical incidents to Medical Command. Lifeguards to be positioned at each water obstacle
COMMON AREA WITHIN EVENT BOUNDARIES	Injuries and illness' consistent with high impact activities and or non-related injuries/ illness'	Event staff to monitor area and report medical incidents to Medical Command

7. PREPARED BY (SAFETY OFFICER): NAME: Ian Starkey SIGNATURE: _____	8. APPROVED BY (OPERATIONS SECTION CHIEF): NAME: Ian Starkey SIGNATURE: : _____
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ICS 215A	DATE/TIME: _____
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KEY CONTACTS

Medical and water rescue response (if required) will be administered by Event Medic Services.

Event Medics' Response Team Structure

- The Event Medics team will consist of the following members.
 - **SATURDAY**
 - 1 project manager
 - 1 Data entry staff
 - Course Rover First Aid Attendants
 - 15 first aid attendants + 2 contracted ALS units
- Project Manager will be responsible for team assignments, team leader oversight, data management and general leadership.
- Rovers will patrol their assigned zones continuously on UTV's or ATV's to identify any injuries and provide transport to Base First Aid as needed. They will also ensure proper record keeping and supply levels.
- Base Medical Tent will have sufficient first aid attendants
- Festival Area will have 2 first aid attendants on foot.
- On course vehicle response includes four (4) 4x4 UTVs with 2 Event MedicFirst Aid Attendants

Cold Weather Contingency Plan

Event Medics and Spartan recognize the potential danger of operating in cold weather temperatures. We have implemented proactive and reactive plans to mitigate this risk.

Proactive:

- 6 (5k/15k) water stations have been placed on the course, offering a source of hydration.
- Roving UTVs will patrol the course, manned by EMTs. They will also be monitoring participants closely for signs of cold related illness and injury.
- An announcement will be made to the participants prior to start, explaining the signs and symptoms of cold related illness, giving the participants the ability to recognize hypothermia. Participants will also be asked to immediately change into dry clothes and seek warm shelter.
- We will use the following thresholds as a guideline to be used along with other local factors as to when to disrupt the event:
 1. More than 5 severe hypothermia transports to the hospital.
 2. More than 10 hypothermia incidents within one hour. Event Medics will contact Spartan to discuss re-route options.
 3. More than 20 hypothermia incidents within one hour, re-route option is activated.
 4. Cold weather warning or Freeze warning issued by Local County.
 5. Inadequate medical resources available to provide cold weather medical support.
 6. Recommendation by local authorities, office of emergency management, or other prominent governing body to discontinue event.
- The main medical tent will be heated, with the use of changing tents as a secondary warming tent.
- Ponchos will be used for initial hypothermia; Mylar blankets will be used for severe cases of hypothermia.

Heat Contingency Plan

Event Medics and Spartan Race recognize the potential danger of operating in temperatures exceeding 90 f. We have implemented proactive and reactive plans to mitigate this risk.

Proactive:

- 7 (15k/5k) water stations have been placed on the course, offering a source of hydration.
- Water obstacles/ pits will be active on course to help cool participants throughout the course of the day.
- Roving UTVs outfitted with water jugs will patrol the course, manned by EMTs. They will be offering hydration and aid to participants course wide. They will also be monitoring participants closely for signs of heat related illness.
- An email will be sent out to all participants prior to the event requesting that they wear t-shirts throughout the day. This will serve 2 functions, keeping direct sunlight off the participants' skin and retaining water to provide cooling between water features.
- An announcement will be made to the participants prior to start, explaining the signs and symptoms of heat related illness, giving the participants the ability to recognize heat exhaustion, stress, and stroke.
- We will use the following thresholds as a guideline to be used along with other local factors as to when to disrupt the event:
 1. More than 4 heat related transports to the hospital.
 2. More than 20 heat related incidents within one hour.
 3. Heat Advisory issued by Local County.
 4. Heat Index over 100F
 5. Inadequate medical resources available to provide heat related medical support.
 6. Recommendation by local authorities, office of emergency management, or other prominent governing body to discontinue event.

Reactive:

- The main medical tent will add an additional shaded area for treatment of heat related illness.
- Large coolers filled with ice water will be used to chill hundreds of small towels that will be used for cold therapy.
- The local ALS ambulance provider may supply higher than normal volumes of IV fluid.

Lightning Contingency Plan

“Code Irene”

- Spartan and medical project managers will monitor local forecasts for the approach of any severe lightning storms.
- When severe lightning is noted, a lightning warning will be issued by Spartan over the Festival/ Course radio channel.
- Once received by dispatch, the lightning warning will be issued through the Medical radio channel.
- Injured race participants or spectators will be transported to the pre determined structures in an orderly manner by Event Medic staff.
- Uninjured race participants or spectators will be asked to walk towards the pre-determined structures in an orderly manner by Spartan staff/volunteers.
- Participants or spectators in the festival area will be directed to seek shelter by Spartan employees or the security team.
- If lightning activity is noted within a ten (10) mile radius of the resort.

SPARTAN RACE REPORTING

EVENT MEDICS PARTICIPANT DATA REPORTS

It is extremely important to take detailed reports of injuries, so there is an accurate medical record of injuries that occurred during the event. Spartan will not require these reports, only generic summaries of these reports at the end of each event day. ALS reports will be sent to appropriate Spartan Staff no later than 5 days after the race event.

An accurate medical report should include relevant participant contact information, including bib number, detailed description of injury, and treatment given and/or prescribed. Be sure to include the medical responder's name in this report.

The reports needed after the end of each day are:

- Breakdown of injury by category and the number of participants that sustained this injury (i.e. sprained ankle, 21, sore knee, 32, abrasion, 11 etc.)
- Location of injury/trends, for instance if twisted ankles are occurring at a similar place all day or at a certain obstacle.
- In the event of serious injury or transport, detailed report of injury and how it occurred.

EVENT MEDICS REPORTING POLICY

- A. All contact with participants that requires treatment beyond handing out supplies will be recorded on forms specifically crafted for this event. They will record time, bib number, name, station number, location or obstacle, type and location of injury, treatment given, and disposition of participants.
- B. Any participants requiring ALS attention or transport will require the Transport Incident Report be filled out.

EVENT MEDICS INCIDENT REPORT



Incident #
(if available)

Patient First Name	Last Name	Time	Date
Address		City	State Zip
Phone	M F	Age	Patient I.D. # (if applicable)
Project/Event Name		Specific Incident Location	Medic Name

CARE IN PROGRESS ON ARRIVAL: ☐ None ☐ Bystander ☐ Other First Responder Witness Name: _____

MECHANISM OF INJURY: ☐ Electrical ☐ Fall from: _____ Ft. ☐ Struck By: _____ ☐ Environmental ☐ Other: _____

CHIEF COMPLAINT: _____

ASSESSMENT: _____

PRESENTING PROBLEM				PAST MEDICAL HISTORY
☐ Abrasion	☐ Cold Related	☐ Heat Related	☐ Sprain/Strain	☐ None
☐ Airway Obstruction	☐ Cramps	☐ Laceration	☐ Sting/Bite	☐ Allergy To
☐ Allergic Reaction	☐ Dehydration	☐ Major Trauma	☐ Stroke	☐ Hypertension
☐ Amputation	☐ Diabetic Related Potential	☐ Nausea	☐ Substance Abuse Potential	☐ Stroke
☐ Behavioral Disorder	☐ Drowning	☐ OB/GYN	☐ Syncope	☐ Seizures
☐ Bleeding/Hemorrhage	☐ Environmental	☐ Obvious Death	☐ Unconscious Unimp.	☐ Other
☐ Blister	☐ Foreign Body	☐ Penetrating Trauma		
☐ Blunt Trauma	☐ Fracture/Delocation	☐ Poisoning Accidental	☐ Pain: _____	
☐ Breathing	☐ Gastrointestinal Distress	☐ Pre-Existing		
☐ Bruised	☐ General Illness/Malaise	☐ Respiratory Arrest	☐ Other: _____	
☐ Burn	☐ Hazardous Materials	☐ Seizure		
☐ Cardiac Arrest	☐ Head Injury	☐ Shock		
☐ Cardiac Related Potential	☐ Headache	☐ Spinal Injury		

Current Medications or Other History: _____

Region: _____

☐ Left ☐ Right ☐ Other

☐ Abdomen ☐ Buttock ☐ Ear ☐ Elbow ☐ Face ☐ Foot ☐ Groin ☐ Head ☐ Innermal ☐ Lower Leg ☐ Neck ☐ Rib ☐ Stomach ☐ Toe

☐ Ankle ☐ Calf ☐ Chin ☐ Finger ☐ Forearm ☐ Hand ☐ Hip ☐ Knee ☐ Mouth ☐ Nose ☐ Shoulder ☐ Teeth ☐ Upper Arm

☐ Back ☐ Chest ☐ Eye ☐ Hair ☐ Forearm ☐ Hand ☐ Hip ☐ Knee ☐ Mouth ☐ Nose ☐ Shoulder ☐ Teeth ☐ Thigh ☐ Wrist

TIME	RESP	PULSE	B.P.	LEVEL OF CONSCIOUSNESS	GCS	PUPILS	SKIN
VITAL SIGNS	Rate	Rate		☐ Alert ☐ Verbal ☐ Pain ☐ Unresp		☐ Normal ☐ Dilated ☐ Constricted ☐ Sluggish ☐ No Reaction	☐ Normal ☐ Cool ☐ Warm ☐ Moist ☐ Dry
	☐ Regular ☐ Irregular ☐ Absent	☐ Regular ☐ Irregular ☐ Absent					☐ Pallor ☐ Cyanosis ☐ Flushed ☐ Diaphoretic

Treatment

☐ Care Transferred to Ambulance Time: _____ ☐ Pt. Walked/ Transported to HCF

☐ Artificial Ventilation Method: _____

☐ Oxygen Administered: @ _____ L.P.M. Method: _____

☐ C.P.R. In Progress on Arrival by: ☐ Citizen ☐ PO/MD Other First Responder ☐ Other

☐ C.P.R. Start Time: _____ Time of Arrest Until C.P.R. _____ Minutes

☐ Defibrillation/Cardioversion: No. Times: _____

☐ Pt. Hydrated: w/ _____ Ounces of _____

☐ Medication Self Administered: _____

☐ Heat or Cold Applied: _____

☐ Airway Cleared ☐ Suction Used

☐ Flushed ☐ Removed Foreign Body

☐ Spinal Immobilization Neck and Back

☐ Bleeding Hemorrhage Controlled Method Used: _____

☐ Injury Immobilized Method Used: _____

☐ Other: _____

Disposition: ☐ Ambulance ☐ Urgent Care ☐ Removed from Activity ☐ Returned to Activity ☐ Released Disposition Time: _____

Comments: _____

Refused Medical Attention

I hereby refuse further treatment/transport to a hospital and I acknowledge that such treatment/transportation was advised by the medical crew attending to me. I hereby release such persons from liability for respecting and following my expressed wishes. I have been advised and I am aware the consequences to my health if I refuse further treatment or transport to a hospital.

Patient Signature _____ Date _____ Witness Signature _____

WEATHER

*** PLEASE NOTE WEATHER WILL BE UPDATED THE WEEKEND OF
THE EVENT***

Saturday

NEAREST HOSPITAL

16 min (10.6 miles)



via Farm to Market Rd 2341/Ranch Rd 2341 and TX-29 E

Fastest route now due to traffic conditions

Reveille Peak Ranch

105 Co Rd 114, Burnet, TX 78611

- ↑ Head north toward Little Midland-Dorbandt Rd
0.6 mi
- ↪ Turn right onto Little Midland-Dorbandt Rd
38.7 ft
- ↪ Turn right onto Farm to Market Rd 2341/Ranch Rd 2341
4.6 mi
- ↶ Turn left onto TX-29 E
📍 Pass by Pizza Hut (on the right in 2.8 mi)
3.4 mi
- ↪ Turn right onto N.U.S. Hwy 281/S Water St
📍 Pass by O'Reilly Auto Parts (on the right in 0.3 mi)
1.9 mi
- ↶ Turn left
0.2 mi
- ↶ Turn left
7.5 ft

Emergency - Ascension Seton Highland Lakes

3201 S Water St, Burnet, TX 78611

