

Name: _____ Participants Adult / Minor Birthdate: _____ Age: _____	Name: _____ Adult Guardian/Parent on Behalf of Minor Birthdate: _____ Date: _____
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RELEASE AND WAIVER
OF LIABILITY AND WAIVER OF
ALL CLAIMS AGAINST SB WATERPARK LAND LLC

Please read this document. It affects Your legal rights against SB WATERPARK LAND LLC if you are injured on the Flow Rider. In consideration of the services of SB WATERPARK LAND LLC, their agents, owners, officers, affiliates, volunteers, employees, franchisors, and all other persons or entities acting in any capacity on their behalf, you understand that by signing this Waiver and Agreement, you hereby agree and acknowledge that it contains a complete release of any and all claims against SB WATERPARK LAND LLC and that you have read the agreement and agree to its terms. You further agree to release, indemnify and discharge SB WATERPARK LAND, LLC on behalf yourself, your spouse, your partner, your children, your parents, your heirs, assigns, personal representatives, and estate.

If you are executing this Agreement on behalf of yourself, you must be at least 18 years old to do so.

PLEASE READ: As directed by the manufacturer, all participants must be at least 42” tall to ride.

Attention Parents/Legal Guardians: If you are executing this Agreement on behalf of a minor, you must be the legal guardian or have a legal power of attorney to do so. By executing below, on behalf of a minor, you certify and represent that you are the parent and/or legal guardian of the child(ren) for whom you have completed this Agreement and that you have full authority to bind the participation of the minor(s) below to this Agreement. ****If you are not the parent or legal guardian for the minors included in this Agreement, you may NOT sign this Agreement!****

Agreement to Arbitrate Claims of Minor(s): On behalf of my child(ren), I understand that by signing this Agreement, I am giving up the legal rights of my minor(s) including the right to bring a lawsuit in court and/or have the claim decided by a jury on behalf of the minor(s) or related claims for all matters allegedly caused in whole or in part by SB WATERPARK LAND LLC.

Agreement to AAA Arbitration for Claims of Minor(s): I agree that any unresolved claims on behalf of my minor(s), shall be submitted to American Arbitration Association (AAA) arbitration arising out of or related to this Agreement for any and all claims, dispute, damages, injuries, paralysis or death, allegedly caused in whole or in part by SB WATERPARK LAND LLC.

The AAA is an independent agency which resolves disputes fairly and without favoritism. SB WATERPARK LAND LLC cannot select who will be the single arbitrator to decide the dispute. The website is: <https://www.adr.org>. The address of the Association is 3 Executive Dr., Somerset, New Jersey 08873, Tel. (732) 560-9560.

If the AAA arbitrator selected by the parties is unavailable, it is agreed that the Court may appoint a substitute arbitrator.

You are not required to hire a lawyer to make your claim. If you hire your own lawyer, you must pay your own lawyer.

CONTINUE TO READ:

1. FLOW RIDER CAN BE A DANGEROUS SURF SIMULATOR RIDE!

You acknowledge that your participation and that of your minors in SB WATERPARK LAND, LLC's Flow Rider ride entails known and unanticipated risks that could result in physical, emotional injury, paralysis, death or damage to yourself, your minors, your property, or to third parties. You acknowledge and understand that the Flow Rider is an extreme sport and high-risk, recreational activity and that you and your minors should not participate if you or your minors are uncomfortable. Flow Rider is an extreme sport and high-risk, recreational activity that simulates surfing. It is a strenuous ride requiring you and/or your minor, as a participant, to acknowledge that you are in good physical condition to participate. The moving water is extremely turbulent, and the ride surface is firm. You will fall. You understand that the risks simply cannot be eliminated without jeopardizing the essential qualities of the activity or ride. You may unavoidably achieve body positions that result in personal injury during your participation in Flow Rider operations. The tricks, stunts or body positions that you may attempt (or inadvertently achieve) will be based on your real physical abilities and skill level. There is a risk of self-inflicted injury or injury caused by others that can result from such tricks, stunts or body positions which exceed your skill level. For example, you may sustain injury as a result of slipping on, or striking surrounding ride elements, including the ride bottom, flow fence divider, support structures, ride vehicles, containment walls, entering exit riders, ride attendants, ride equipment or boards, or other ride components. Your balance may be impacted and you may be swept away, turned or twisted from the current. In addition, since the ride and the ride vehicles may contain fiberglass, plastic, wood, metal or other hard or potentially dangerous substances, your contact with them may also cause injury. Furthermore, riding may result in the flow of water picking you up and pitching you head over heels into a fiberglass/steel subsurface that is partially covered by foam or matting. Although many before you have participated in or observed this ride without any problem whatsoever, severe injury is possible. I have read and understand the rules and I acknowledge and understand that all of the above is poses an extreme risk.

2. SB WATERPARK LAND, LLC, IS REQUIRING YOU TO GIVE UP LEGAL RIGHTS IN ORDER TO UTILIZE THE FLOW RIDER RIDE.

SB WATERPARK LAND, LLC is requiring you to give up certain valuable legal rights. You, your personal representative and your heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify SB WATERPARK LAND, LLC and its owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of your participation in the Flow Rider Ride. You specifically understand that you are releasing, discharging and waiving any claim or action that you may have present or in the future for the negligent acts or conduct by the owners, agents, servants or employees of SB WATERPARK LAND, LLC or any of the designers sellers or manufacturers of the Flow Rider Ride.

Here are the legal rights that you are giving up when you sign this document:

- (a) You give up your right to sue SB WATERPARK LAND, LLC in a court of law.
- (b) You give up your right against SB WATERPARK LAND, LLC to a trial by jury or by a Judge in a bench trial in a court of law.
- (c) You give up the right to claim money from SB WATERPARK LAND, LLC if you sustain any injury while riding
- (d) You give up the right to claim money from SB WATERPARK LAND, LLC if you are injured by another person while you are on the Flow Rider Ride.
- (e) You give up the right to recover damages from or punish or make an example of SB WATERPARK LAND, LLC in the event you are injured on the Flow Rider Ride.

3. WHO IS BOUND BY THIS WAIVER AND RELEASE?

You are bound by this document. Anyone who has or can obtain your rights is also bound by this document, such as your family, relatives, guardians, executives or anyone responsible for you. As used in this document, also includes the people who work for, are employed by or are associated with SB WATERPARK LAND, LLC such as its owners, managers, employees, officers, directors, stock holders, agents, volunteers, sponsors, vendors and exhibitors.

4. DO YOU AGREE TO ABIDE BY THE RULES OF SAFE CONDUCT?

YES_____

NO_____

Your Signature

Date

Emergency Contact

Your Address: _____

