

## **ASSUMPTION OF RISK AND WAIVER AGREEMENT**

In consideration of Double Shaka, LLC (the "Company") furnishing Aqua Park services and any rental equipment, by signing this Assumption of Risk and Waiver Agreement (the "Agreement"), I agree:

1. **ASSUMPTION OF RISK.** I, on behalf of myself and/or my minor, **ASSUME ALL OF THE RISKS THAT MAY OR CAN ARISE OUT OF PARTICIPATING IN THE AQUA PARK, INCLUDING BUT NOT LIMITED TO THE AQUA PARK ITSELF, USE OF THE RENTAL EQUIPMENT, THE ACTS OF OTHERS OR THE UNAVAILABILITY OF EMERGENCY CARE**, I/we fully understand and acknowledge that:

a. Outdoor recreational activities have inherent risks, dangers and hazards and such exist in our use of the Aqua Park and any rental equipment and our participation in the activities of the Aqua Park and rental equipment.

b. Participation in such activities and use of such equipment may result in injury or illness including, but not limited to bodily injury, disease, strains, fractures, partial an/or total paralysis, death or other ailments that could cause serious disability.

c. Risks and dangers may be caused by the negligence of the owners, employees, officers or agents of the Company, the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to employee decision making, including that an employee may misjudge terrain, weather, and water level, risks of falling out of or drowning while on the inflatable park and other such risks, hazards and dangers that are integral to recreational activities that take place in a wilderness, or outdoor recreational environment.

d. By participation in Aqua Park and use of rental equipment, I hereby assume all risks and dangers and all responsibility for any losses and damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of the Company or by any other person. In addition, I hereby grant permission to the Company to make and use for promotion or other purposes, photographic records, without recourse or compensation to me.

2. **NO INSURANCE.** I, on behalf of myself and/or my minor, acknowledge that the Company does not carry insurance on behalf of myself or my minor.

3. **LEGAL RIGHTS.** I, on behalf of myself and/or my minor, understand and acknowledge that I/we are surrendering valuable legal rights in this Agreement.

4. **PRECAUTIONS AND SAFETY INSTRUCTIONS.** I/we agree to abide by the precautions and safety instructions put into place by the Company. I/we understand that risks of the use of the Aqua Park and the rental equipment and related activities cannot be eliminated, and include, without limitation:

- a. Bumping into, colliding, or otherwise making contact with objects or persons in a manner that result in physical injury.
- b. Sliding, climbing, falling, or landing in a manner that causes injury to myself, not limited to: broke teeth, eye injury, bruising, sprains, joint dislocation, bone breakage, full or partial paralysis, or death.
- c. Slipping and/or falling on surfaces around the park, including concrete and stairs.
- d. Falling off the slide itself.
- e. Drowning.
- f. Being struck by falling objects or objects sliding down slides or floating in the water.
- g. Equipment failure or park operator staff negligence.
- h. Experiencing anxiety, stress, exhaustion, or other emotional and physical responses to the activities of water slide use, wave pools use, swimming, etc.

5. **SAFETY RULES.** I agree to mitigate the risk of damages or injury by following all safety rules, including without limitation, the following:

- a. Emptying my pockets of all items and carrying nothing upon my person. (Includes but is not limited to boogie boards and inflatables, except where expressly allowed.)
- b. No food, drinks, or gum allowed.
- c. Wearing swimwear and removing all jewelry. (Street clothing, including cargo shorts, cutoffs, and similar, are not allowed. T-shirts are allowed.)
- d. Eyeglasses may not be worn, with the exception of prescription goggles.
- e. One slider or rider at a time, with a clear landing water zone between each person. Absolutely no lap-sitting while sliding, regardless of age.
- f. While on slides, remaining in motion at all times. No stopping or clinging to the sides of a slide or tube.
- g. Sliding in a seated, forward-facing manner only.
- h. No racing, rough-housing, or carrying someone on my shoulders.
- i. Knowing my physical abilities, including swimming skills, and taking other common-sense precautions not necessarily enumerated in this waiver or by Company staff.

6. **RELEASE/WAIVER.** By signing below, I , on behalf of myself, my personal representatives and my heirs or as parent or legal guardian of the undersigned participant hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify the Company, the State of Utah, Utah Department of Natural Resources Division of State Parks and their owners, agents, officers and employees (collectively, the "Indemnitees") from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which arise out of my participation with the Company in the Aqua Park and rental equipment and activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future of the negligent acts or other conduct by the owners, agents, officers, or employees of the Indemnitees. Specifically, I will be liable for any and all medical costs, attorney fees, and other costs. I also assert that I am in sound physical condition for swimming, sliding, and other water park activities. I am not under the influence of alcohol or drugs that could impair my ability to participate safely.

7. **SEVERABILITY.** I, on behalf or myself and/or my minor, understand and expressly agree that this Agreement is intended to be as broad and inclusive as permitted by the law of the State of Utah that if any portion of this Agreement is held invalid, it is agreed that the balance of the Agreement shall continue in full force and effect and that whatever portion is held invalid shall be interpreted and construed to afford as much protection to the Company as permitted by the applicable law.

8. **FUTURE USE.** This Agreement is agreed to remain on file and apply to all future visits to Aqua Park.

Parent/Guardian's Name \_\_\_\_\_ Relationship to Minor \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian's Name \_\_\_\_\_ Relationship to Minor \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Name of Child \_\_\_\_\_ DOB \_\_\_\_\_

Name of Child \_\_\_\_\_ DOB \_\_\_\_\_

Name of Child \_\_\_\_\_ DOB \_\_\_\_\_

Name of Child \_\_\_\_\_ DOB \_\_\_\_\_