

ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND WAIVER OF CLAIMS

WARNING: PLEASE READ THIS DOCUMENT CAREFULLY, IN ITS ENTIRETY, BEFORE SIGNING THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION

Astrum Group, LLC d/b/a Island Aqua Park ("Island Aqua Park") operates a water sports park ("the Water Sports Park") comprising of an inflatable, above-water, obstacle course in a deep area of water. Island Aqua Park's water park is designed for adults and children over the age of 6 and in excess of 48 inches (48") tall.

1. I understand that participating in a water sports park ("the Activity") **IS HAZARDOUS AND MAY CAUSE PHYSICAL INJURY, DEATH, OR PROPERTY DAMAGE**. I understand that each person participating in the Activity is a "Participant" and that I am signing this release on my own behalf and, if a Participant is under the age of 18, I am signing as the minor Participant's parent or legal guardian.

2. **I EXPRESSLY ASSUME ALL RISKS ASSOCIATED WITH THE ACTIVITY**. I understand that the risks associated with the Activity include, but are not limited to: injuries or death associated with collisions, entanglements, or falls, into or with other people or equipment, above and below the water. I understand that Island Aqua Park operates a water sports park and that there is a risk of being submerged under the water and becoming severely injured or even dying. I know that severe injury and even death could occur to Participant. I also understand that supervision by Island Aqua Park, its managers, agents, employees, and representatives does not and cannot guarantee my safety.

3. I expressly acknowledge that: (a) Participant has been informed of and understands all rules and regulations of participation in the Activity; (b) Participant is responsible for understanding and complying with all signage, including instructions on use of the Water Sports Park; (c) Participants must wear a life jacket at all times when participating in the Activity; (d) equipment and obstacles may be encountered at any time; (e) falls and collisions may occur and that injuries are an ordinary occurrence of the Activity; (f) Participant assumes the risk of all course and venue conditions. If my child is participating, I also acknowledge that: (g) I have spoken to my child about the Activity; (h) my child understands and appreciates the risks of participating in the Activity; and (i) my child is voluntarily participating in the Activity.

4. **IN CONSIDERATION FOR BEING ALLOWED TO PARTICIPATE IN THE ACTIVITY, I AGREE TO WAIVE ANY AND ALL CLAIMS AGAINST AND TO HOLD HARMLESS, RELEASE, INDEMNIFY, AND AGREE NOT TO SUE** Astrum Group, LLC, all of their affiliated companies and subsidiaries, the land owner, the equipment manufacturer, and all of their respective insurance companies, successors in interest, commercial and corporate sponsors, manager, agents, employees, representatives, assignees, officers, directors, and shareholders (each a "Released Party") **FROM ANY AND ALL LIABILITY and/or claims for injury or death to persons or damage to property arising from participation in the Activity, INCLUDING THOSE INJURIES AND DAMAGES CAUSED BY ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE** (including the failure to take reasonable steps to protect against the risks of the Activity) **OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY**. While the following parties are not in any way involved in the training or operation of the Water Sports Park, the State of Utah, the Utah Board of Reclamation and the Central Utah Water Conservancy District are hereby included as Released Parties as defined in the foregoing sentence and Participant's signature below shall operate as a full and complete waiver and release of all such parties, including the aforementioned Released Parties. **I AGREE TO PAY ALL COSTS AND ATTORNEY'S FEES INCURRED BY ANY RELEASED PARTY IN DEFENDING A CLAIM OR SUIT BROUGHT AS A RESULT OF PARTICIPANT'S PARTICIPATION IN THE ACTIVITY.**

In consideration for allowing Participant to participate in the Activity, I hereby **RELEASE THE RELEASED PARTIES OF AND FROM ANY DUTY TO PROTECT PARTICIPANT FROM HARM** in connection with participation in the Activity.

In consideration for allowing Participant to participate in the Activity, **I FURTHER RELEASE AND GIVE UP ANY AND ALL CLAIMS AND RIGHTS THAT I MAY NOW HAVE AGAINST ANY RELEASED PARTY AND UNDERSTAND THAT THIS RELEASES ALL CLAIMS**, including those of which I am not currently aware, those not mentioned in this release, and those resulting **FROM ANYTHING WHICH HAS HAPPENED UP UNTIL NOW**.

5. I further agree to release the state of Utah, its agencies, departments, officers, employees, agents and all sponsors, officials and staff or volunteers from any and all liability, claims, demands, breach of warranty, negligence, actions and causes of actions whatsoever for any loss, claim, damage, injury, illness, attorney's fees or harm of any kind or nature arising out of my participation in the Activity. This release extends to any claim made by my family, estate, heirs or assigns arising from or in any way connected with my participation in the Activity.

6. I represent that Participant is in good health and that there are no special problems associated with Participant's physical or mental condition. I authorize a licensed physician and/or other medical care provider to carry out any emergency medical care for Participant when deemed necessary and agrees to be fully responsible for any associated costs.

7. I agree that **ANY AND ALL CLAIMS FOR LOSS, INJURY AND/OR DEATH REGARDING AN ALLEGED INCIDENT SHALL BE GOVERNED BY THE LAW OF THE STATE WHERE THE ALLEGED INCIDENT OCCURRED AND EXCLUSIVE JURISDICTION SHALL BE IN THE STATE** or federal court sitting in the district where the alleged incident occurred.

8. If Participant is under the age of 18, I represent that I am the minor Participant's parent or legal guardian and I **VOLUNTARILY GRANT PERMISSION FOR THE MINOR TO TAKE PART IN THE ACTIVITY**. I acknowledge that I am also signing this release on behalf of the minor Participant and that **THE MINOR PARTICIPANT SHALL BE BOUND BY ALL THE TERMS OF THIS RELEASE**. By signing this release without a parent or guardian's signature, I represent that I am at least 18 years of age. By signing this release on behalf of the minor Participant, I further represent that Participant is at least 6 years of age and at least 48 inches (48") tall.

9. **I AGREE TO INDEMNIFY THE RELEASED PARTIES FOR ALL LIABILITY AND CLAIMS, INCLUDING ATTORNEYS' FEES, ARISING FROM ANY MISREPRESENTATIONS IN OR FRAUDULENT EXECUTION OF THIS AGREEMENT.**

10. **USE OF A LIFE JACKET IS REQUIRED.** I understand that **A LIFE JACKET IS IN NO WAY A GUARANTEE OF SAFETY** and that no life jacket can protect the wearer against all foreseeable or unforeseeable risks associated with the Activity. I further understand that participation in the Activity can expose the Participant to risks that cannot be prevented by the use of a life jacket.

11. This release shall be binding to the fullest extent permitted by law and shall continue to apply for the duration of the operating season. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. By signing this release on behalf of a minor, this release shall be binding upon the minor's assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

HAVING CAREFULLY READ THE FOREGOING AND UNDERSTANDING IT TO BE A LEGALLY BINDING WAIVER AND RELEASE OF LIABILITY, PARTICIPANT SIGNIFIES HIS/HER ASSENT TO THE ABOVE TERMS BY SIGNING BELOW.

ADULT INFORMATION – PARTICIPANT / PARENT / LEGAL GUARDIAN

Adult/Parent/Guardian Name (Print)

Adult/Parent/Guardian Signature

Date

EMERGENCY CONTACT INFORMATION

Name (Print)

Relation

Phone Number

MINOR PARTICIPANT'S INFORMATION

Minor Participant #1 Name (Print)

Date of Birth

Minor Participant #2 Name (Print)

Date of Birth

Minor Participant #3 Name (Print)

Date of Birth