

FLOWRIDER ACKNOWLEDGEMENT OF RISKS, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. BY WRITING YOUR SIGNATURE BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE DISCLOSURE OF RISKS, VOLUNTARILY ACCEPT SUCH RISKS, AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

My signature acknowledges that I or the minor(s) for whom I am legal guardian (collectively referred to as "I", "me", or "my") have voluntarily chosen to participate in the sheet wave surfing attraction known as the FlowRider located at Discovery Island, Greenville, South Carolina. In consideration for the permission to participate and ride on the FlowRider, I acknowledge, agree, promise and covenant on behalf of myself, my heirs, assigns, personal representatives and estate with Greenville County, Greenville County Parks, Recreation, & Tourism, Wave Loch, Inc., Aquatic Development Group, Inc., or any of their subsidiaries (hereinafter "Releasees") as follows:

ACKNOWLEDGEMENT OF RISKS - I understand that the FlowRider is a strenuous, high-risk activity and that participation on this ride can result in physical or mental injury, death, or damage to me or my property. I understand and acknowledge that those risks may result in claims against Releasees. However, I am making an informed choice to voluntarily accept such risks due to the thrills and excitement and benefits of riding the FlowRider. I agree that the benefits outweigh the risks, which include but are not limited to: (1) The acts, omissions, or negligence of Releasees, or their agents or employees; (2) the risks of injury, including but not limited to any injury such as broken bones, dislocations, torn ligaments and tendons, sprains and strains, head injury, cuts, torn nails, and bumps and bruises; (3) latent or apparent defects or conditions of the FlowRider or of the premises known as Discovery Island; (4) improper or inadequate instruction or supervision regarding the FlowRider; (5) the behavior of co-participants; (6) accidents or incidents at Discovery Island, including but not limited to accidents in wet areas in the vicinity of the Flowrider; and/or (7) first aid, emergency treatment or services rendered or failed to be rendered by Releasees, or their agents or employees.

VOLUNTARY ACCEPTANCE AND ASSUMPTION OF RISK AND RESPONSIBILITY – I expressly and voluntarily agree, covenant and promise to accept and assume all responsibilities, and risk for injury or death to me or to damage to my property arising from my participation with the FlowRider.

RELEASE AND INDEMNITY - Accordingly, under no circumstances will I, nor any of my heirs, distributees, guardians, or legal representatives bring any claim for personal injury, property damage or wrongful death against Releasees or any officer, director, member, agent, servant or employee of Releasees. FURTHER, I AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS RELEASEES AND THEIR AGENTS AND EMPLOYEES FROM LIABILITY FOR INJURY TO PERSONS OR PROPERTY WHICH MAY ARISE FROM MY PARTICIPATION WITH THE FLOWRIDER. I FREELY ASSUME ALL RISK OF PERSONAL INJURY OR DEATH, EVEN IF ARISING FROM THE NEGLIGENCE OF RELEASEES. I ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION OR THE PARTICIPATION OF THE MINOR(S) LISTED BELOW.

This RELEASE shall be construed and enforced in accordance with the laws of the State of South Carolina. I understand this Release is severable and should any clause be found invalid, the rest of the Release shall remain in effect and be enforceable.

I AM AWARE THAT THIS RELEASE IS LEGALLY BINDING AND THAT I AM RELEASING MY LEGAL RIGHTS BY SIGNING BELOW.

Participant's Name (please print) _____

Participant's Signature _____ Date _____

Emergency Contact Name _____ Telephone Number _____

IF PARTICIPANT IS UNDER AGE 18

Participant's Name (please print) _____ Participant's Name (please print) _____

Participant's Name (please print) _____ Participant's Name (please print) _____

Participant's Name (please print) _____ Participant's Name (please print) _____

I, the undersigned, declare that I am the parent or legal guardian of the participant and have the capacity to execute documents on behalf of each minor listed above. I am signing this document freely, without any fraud or duress and acknowledge that I have read and understand the same. If it is determined that I am not the parent or legal guardian of the minor, then I agree to defend and indemnify Releasees if a claim is made or litigation is instituted, as a result of any injury or death or property damage arising out of, relating to, or in any way connected with minor's participation with the FlowRider.

Legal Guardian's Name (if participant is under age 18)(please print) _____

Legal Guardian's Signature _____ Date _____