

FLOW RIDER RELEASE of LIABILITY

I, the undersigned, hereby voluntarily release, discharge, waive and relinquish any and all claims or causes of action for personal injury, property damage, or wrongful death which may arise out of or in connection with my participation (or the minor for whom I am legal guardian) in the simulated sheet wave surfing attraction known as the FlowRider® located at _The Pump House Waterpark @ Jay Peak Resort no matter how such injuries or damages may occur.

I UNDERSTAND AND ACKNOWLEDGE THAT SHEET WAVE RIDING ACTIVITIES HAVE INHERENT DANGERS THAT NO AMOUNT OF CARE, CAUTION, INSTRUCTION, OR EXPERTISE CAN ELIMINATE, AND I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF PERSONAL INJURY OR DEATH, WHETHER FORSEEABLE OR NOT, SUSTAINED IN CONNECTION WITH PARTICIPATING ON OR AROUND THE WAVE LOCH FLOWRIDER®.

Moreover, the fact that I am here proves that the benefits provided by the FlowRider®, for me, outweigh the described risks. In consideration of the benefits received, I further agree, and hereby forever release and discharge WAVE LOCH, INC.; WAVE LOCH FEDERATION; WAVE HOUSE; THOMAS J. LOCHTEFELD; and The Pump House Waterpark @ Jay Peak Resort; and all of their respective officers, directors, members, agents, and employees (hereinafter collectively as "Releasees"), from any and all liabilities, claims, demands, or causes of action, present or future, known or unknown, that I or my heirs may hereafter have at any time for injuries, damages or death. Furthermore, under no circumstances will I nor any of my heirs, guardians, legal representatives and assigns present or future bring any claim for personal injury, property damage, or wrongful death against RELEASEES or any officer, director, member, agent, servant or employee of RELEASEES, based upon RELEASEES ordinary and/or gross negligent acts or omissions. Such waiver and release includes, but is not limited to those arising from: 1) exercise or use of the Attraction, flowboards, or adjacent facilities; 2) patent, latent or hidden defective conditions in the Attraction, flowboards, or premises; 3) improper or inadequate instruction or supervision; 4) medical treatment rendered, or failed to be rendered by Releasees; 5) incidents in wet areas, such as Attraction surfaces, decks, matting, grating, or concrete; 6) equipment breaking or malfunctioning; 7) incidents in the parking facilities or common areas of the Site; 8) and any negligence, passive or active, on the part of Releasees. I further confirm that no sale, lease or bailment of a product is being created, and that Releasees are providing recreational services.

ACCORDINGLY, I WAIVE AND RELEASE RELEASEES FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION THAT I, OR THE MINOR (WHO I AM SIGNING ON BEHALF OF), MAY HAVE IN CONNECTION WITH THE FLOWRIDER®, ITS FLOWBOARDS, OR ASSOCIATED USE. I FURTHER AGREE TO DEFEND AND INDEMNIFY (INCLUDING ATTORNEYS FEES) RELEASEES, AND EACH OF THEM, FOR ANY CLAIM OR ACTION THAT IS BROUGHT AGAINST THEM RELATING TO, OR ARISING OUT OF, OR IN ANY CONNECTION TO, THE FLOWRIDER®, ITS FLOWBOARDS, OR ASSOCIATED USE.

I, individually, and/or on behalf of the minor participant listed below, also hereby agree to a blanket release of all rights related to my audio and photographic image that may arise out of my participation in activities on or around the FLOWRIDER® water attraction. I understand that this release includes any and all marketing, promotion or advertising that may occur anywhere and anytime on any media as later used by RELEASEES or any of their representatives or assigns.

For WAVE LOCH, INC., WAVE LOCH FEDERATION, WAVE HOUSE, and THOMAS J. LOCHTEFELD, this RELEASE shall be construed and enforced in accordance with the laws of the State of California, and any action at law, suit in equity, or other jurisdictional proceeding arising in connection with this Agreement or my participation on the FlowRider®, shall be instituted only in the courts of the State of California with venue in San Diego County, San Diego, California.

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

Participant's Name: (Please Print) _____

Participant's Signature: _____

Date: _____

(If Participant is a minor) Legal Guardian Signature: _____

Date: _____