



SPLASH CITY FAMILY WATERPARK

10 Gateway Drive • Collinsville, Illinois 62234 • (618)346-4571 • (618)346-7530 fax • www.SplashCity.com

Wave Loch "FlowRider" Disclosure Statement and Application To Ride		
LAST NAME	FIRST NAME	MIDDLE INITIAL
STREET ADDRESS		
CITY	STATE ZIP CODE	
EMAIL ADDRESS	BIRTHDAY / /	
EMERGENCY CONTACT NAME	EMERGENCY PHONE NUMBER	

The WaveLoch FlowRider is an aggressive water attraction. Users may unavoidably achieve body positions that result in personal injury during your participation in this attraction. The tricks, stunts, or body positions that you may attempt (or inadvertently achieve) will be based on your real or perceived 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 (and which may occur irrespective of your skill level). For instance, you may sustain injury as a result of striking surrounding ride elements, e.g. ride bottom, entry slide, ride vehicles (flowboard/bodyboard), containment walls, entering/exiting riders, ride attendants, or other ride components. In addition, since the attraction and its ride vehicles may contain fiberglass, plastic, wood, metal, or other hard and potentially dangerous materials, contact with these ride vehicles may also cause injury. Such ride vehicles may also have foot straps or board-to-body attachments that may cause injury. Furthermore, riding may result in the flow of water overturning you onto a fiberglass sub-surface that is covered by one-inch of foam or one-half-inch of vinyl tube matting. After this initial movement, you may subsequently collide into a padded retaining wall that lies directly in the path of the water flow. This is risky and although other users have ridden uninjured, severe injury is possible.

By signing below, you acknowledges that you have read and understand that the aforementioned risks are among the risks you will be exposed to when using the FlowRider.

Dated: _____ Participant Signature: _____

Dated: _____ Legal Guardian Signature: _____
(If participant is under the age of 18)



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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 in the simulated surfing attraction known as the FlowRider located at the Collinsville Area Recreation District (“CARD”) facility SPLASH CITY FAMILY WATERPARK, 10 Gateway Drive in Collinsville, Illinois, no matter how such injuries or damages may occur.

I UNDERSTAND AND ACKNOWLEDGE THAT FLOWBOARD 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 IN THE FLOWRIDER.

I waive and relinquish all claims I or my child/ward, heirs, distributees, guardians, legal representatives and assigns may present against CARD, SPLASH CITY FAMILY WATERPARK; WAVE LOCH, INC.; WAVE HOUSE of SAN DIEGO, LLC; THOMAS J. LOCHTFELD; AQUATIC DEVELOPMENT GROUP INC., MODERN POOL MANAGEMENT CORPORATION, MIDWEST POOL MANAGEMENT OF AMERICA, LTD, WESTPORT POOLS, INC.; and any of their subsidiary companies (hereinafter “RELEASEES”) or any officers, directors, members, agents, servants or employees of RELEASEES based upon RELEASEES negligent acts or omissions. I fully release and discharge RELEASEES AND any officers, directors, members, agents, servants or employees of RELEASEES from any and all claims of injuries, damage or loss which I or my child/ward may have or which may accrue to me or my child/ward in the use of the FlowRider. I further agree to indemnify, hold harmless and defend RELEASEES AND any officers, directors, members, agents, servants or employees of RELEASEES from any and all claims resulting from injuries, damages, and losses sustained by me or by my child/ward connected with or in any way associated with the use of the FlowRider.

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

I certify that I have read and fully understand the above Waiver and Release, do hereby understand the risks involved with my or my child/ward’s use of the FlowRider, and agree that this waiver and release shall be binding upon my heirs, distributees, guardians, legal representatives and assigns, and by affixing my signature below, agree to all preceding provisions.

Participant’s Name: *(Please Print)* _____

Participant’s Signature _____ Date _____

Legal Guardian Signature _____ Date _____
(If participant is under the age of 18)

