ASSUMPTION OF RISK, RELEASE AND INDEMNITY

The use of the facilities at Water Park of America ™ naturally involves the risk of injury, whether the undersigned or someone else causes it. As such, the undersigned agrees that he or she understands and voluntarily accepts this risk and agrees that Bloomington Hospitality, LLC, Bloomington Waterpark, LLC, and Decathlon Exchange, LLC, and any of their affiliated entities or any officer, director, member, agent, servant or employee (hereinafter collectively "WPOA") will not be liable for any injury, including and without limitation, personal, bodily or mental injury, economic loss or any damage to the undersigned, the undersigned's spouse, the undersigned's children, guest or relative (hereinafter collectively "GUEST") resulting from the negligence of WPOA or anyone else using the facilities. If there is any claim by anyone based on any injury, loss, or damage described herein, which involves the GUEST, the undersigned agrees to (a) defend WPOA against such claims and pay WPOA for all expenses relating to the claim including, but not limited to, any and all attorney's fees, and (b) indemnify WPOA for all obligations resulting from such claims. This document shall be construed and enforced in accordance with the laws of the State of Minnesota. Any action at law, suit in equity, or other jurisdictional proceeding arising in connection with this document shall be instituted only in the courts of Hennepin County, Minnesota.

WAIVER OF LIABILITY

The GUEST agrees to release from all liability, discharge and promise not to take legal action against (i) WPOA; (ii) any other guest, visitor or person present or using the facilities or equipment of WPOA; (iii) any designers, manufacturers or installers of the facilities or equipment of WPOA including but not limited to Wave Loch, Inc., Wave House of Sand Diego, LLC, Thomas J. Lochtefeld, Aquatic Development Group, Inc., and any subsidiary companies; and/or (iv) the landlord of WPOA for any and all harm or damage to the GUEST in connection with GUEST'S use of any WPOA facilities or equipment including but not limited to the FlowRider® or in connection with any activities sponsored by WPOA whether or not such activities take place outside of any premises owned or operated by WPOA. This Agreement releases WPOA from any liability to GUEST, their heirs, next of kin, assigns or personal representatives for any losses or damages or claims or demand arising out of GUEST'S personal injuries, damage to property or GUEST'S death, even if WPOA's individual or collective negligence contributes to such personal injury, damage or death. The undersigned hereby waives any and all claims or actions that may arise against WPOA, its owners, directors, employees or volunteers as a result of any such injury to any such person. Such risks include, but are not limited to:

1. Injuries resulting from the negligence of the owners, operators, employees, or volunteer assistants of WPOA; or the negligence of guests, visitors or persons who may be present at WPOA; or the negligence of any designers, manufacturers or installers of the facilities or equipment of WPOA; or the negligence of the landlord of WPOA;
2. Injuries or death resulting from the failure or negligent misuse, by me or by others, of the facilities or equipment of WPOA;
3. Injuries resulting from slips, trips, falls or other such accidents that occur while using the facilities or equipment of WPOA, or which may be caused by other persons' use of the facilities or equipment of WPOA;
4. Injuries resulting from participating in and/or using equipment in connection with activities sponsored by WPOA which may take place outside of any premises owned or operated by WPOA; and
5. Injuries that occur from the negligence or lack of adequate training of those volunteers, agents or employees of WPOA who seek to assist with medical or other help either before or after injuries have occurred; and
6. Injuries that occur from flowboard (stand-up) and/or bodyboard (lying down or kneeling) riding activities.

The GUEST freely and voluntarily assumes complete personal responsibility for these risks and for the injuries that may occur as a result of these risks, even if such injuries occur in a manner that is not foreseeable at the time this Agreement is signed.

GUEST UNDERSTANDS AND ACKNOWLEDGES THAT BODYBOARD AND FLOWBOARD RIDING ACTIVITIES HAVE INHERENT DANGERS AND/OR RISKS THAT NO AMOUNT OF CARE, CAUTION, INSTRUCTION, OR EXPERTISE CAN ELIMINATE AND GUEST EXPRESSLY AND VOLUNTARILY ASSUMES ALL RISK OF PERSONAL INJURY OR DEATH, WHETHER FORSEEABLE OR NOT, SUSTAINED IN CONNECTION WITH PARTICIPATION ON THE FLOWRIDER®. BY SIGNING BELOW, THE GUEST ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT THOROUGHLY AND UNDERSTANDS AND ACCEPTS THE TERMS CONTAINED HEREIN AND THAT NO ORAL REPRESENTATIONS OR STATEMENTS OR INDUCEMENTS HAVE BEEN MADE TO GUEST THAT CHANGE, ALTER OR MODIFY ANYTHING WITHIN THE WRITTEN AGREEMENT. BY SIGNING BELOW THE UNDERSIGNED REPRESENTS AND WARRANTS THAT THEY HAVE THE AUTHORITY TO SIGN THIS WRITTEN AGREEMENT ON BEHALF OF ALL INDIVIDUALS WHOSE LEGAL RIGHTS THIS AGREEMENT CONTEMPLATES TO WAIVE. IN THE EVENT ANY PORTION HEREOF IS HELD INVALID, IT IS AGREED THAT THE BALANCE SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT.

_____ _____

Signature of Adult (If participant under 18, Parent/Legal Guardian's signature) Date

_____

Print Name

If under 18 _____ _____

please print _____ _____

all names _____ _____

UNATTENDED CHILDREN: Parents / Guardians signing the waiver for children 13 – 17 years of age and leaving children unattended must supply a contact number for emergency situations.

_____ _____

Contact Name Phone Number

Last Update – 4-08