

**CAMELBEACH FLOWRIDER
AGREEMENT NOT TO SUE AND ACKNOWLEDGMENT OF RISKS
THIS IS A CONTRACT - READ IT**

AGREEMENT NOT TO SUE

IN CONSIDERATION OF BEING ALLOWED TO PARTICIPATE IN THE SPORT OF FLOWBOARDING, I AGREE THAT I WILL NOT SUE CAMELBEACH WATER PARK, ITS OWNERS AND OPERATORS, AND THEIR OFFICERS, DIRECTORS, AGENTS, SERVANTS AND EMPLOYEES (HEREIN AFTER REFERED TO COLLECTIVELY AS CAMELBEACH) OR WAVE LOCH, INC.; WAVE HOUSE OF SAN DIEGO, LLC; THOMAS J. LOCHTEFELD; AQUATIC DEVELOPMENT GROUP, INC. OR ANY OF THEIR SUBSIDIARY COMPANIES OR ANY OFFICER, DIRECTOR, AGENT, SERVANT OR EMPLOYEE (HEREINAFTER REFERRED TO COLLECTIVELY AS "WAVE LOCH") AND WILL RELEASE CAMELBEACH AND WAVE LOCH FROM ANY AND ALL LIABILITY IF I OR ANY MEMBER OF MY FAMILY IS INJURED WHILE USING ANY OF THE CAMELBEACH FACILITIES OR WHILE BEING PRESENT ON CAMELBEACH'S PROPERTY, EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, RECKLESSNESS OR ANY OTHER IMPROPER CONDUCT ON THE PART OF CAMELBEACH OR WAVE LOCH. I FURTHER AGREE THAT I WILL INDEMNIFY AND HOLD HARMLESS CAMELBEACH AND WAVE LOCH FROM ANY LOSS, LIABILITY, DAMAGE OR COST OF ANY KIND THAT I MAY INCUR AS THE RESULT OF ANY INJURY TO MYSELF, TO ANY MEMBER OF MY FAMILY OR TO ANY PERSON FOR WHOM I AM SIGNING THIS AGREEMENT, EVEN IF IT IS CONTENDED THAT ANY SUCH INJURY WAS CAUSED BY THE NEGLIGENCE, RECKLESSNESS OR OTHER IMPROPER CONDUCT ON THE PART OF CAMELBEACH OR WAVE LOCH.

Notwithstanding the foregoing, if I sue Camelbeach or Wave Loch, I agree that I will only sue them, whether it be on my own behalf or on behalf of a family member, in the Court of Common Pleas of Monroe County or in the United States District Court for the Middle District of Pennsylvania and further agree that any and all disputes which might arise between Camelbeach and Wave Loch and myself shall be litigated exclusively in one of said Courts. I understand and agree that this Agreement is governed by the laws of Pennsylvania. I further agree that if any part of this Agreement is determined to be unenforceable, all other parts shall be given full force and effect.

ACKNOWLEDGEMENT OF RISKS

You should understand and acknowledge that the Wave Loch FlowRider is a very aggressive white water attraction. You may unavoidably achieve body positions that result in personal injury during your participation in Wave Loch operations. The tricks, stunts or body positions you may attempt (or inadvertently achieve) will be based upon 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 an injury as a result of striking surrounding elements, e.g., ride bottom, entry slide, ride vehicles, containment walls, entering/exiting riders, ride attendants or other ride components. In addition, since the attraction and its ride vehicles (flowboards/bodyboards) may contain fiberglass, plastic, wood, metal or other hard and potentially dangerous materials, contact with them may also cause injury. Such ride vehicles may also have foot straps or board -to-body attachments that may also cause injury. Furthermore, riding may result in the flow of water picking you up and pitching you head-over-heels onto a fiberglass sub-surface that is covered by one inch of foam or two inches of vinyl tube matting. After this initial dump you may subsequently collide into a padded retaining wall that lies directly in the path of water flow. This is risky. And although many before you have ridden unscathed, severe injury is possible.

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 FORESEEABLE OR NOT, SUSTAINED IN CONNECTION WITH PARTICIPATING IN WAVE LOCH.

I also acknowledge and understand that I am accepting AS IS the board and any other equipment involved with flowboarding and understand that NO WARRANTIES are being extended to me with respect to any aspect of the flowboarding facility. I agree and understand that flowboarding is a purely voluntary recreation activity and that if I am not willing to acknowledge the risks and agree not to sue, I should not go flowboarding.

I have read and understood the foregoing ACKNOWLEDGMENT OF RISKS AND AGREEMENT NOT TO SUE and am voluntarily signing below, intending to be legally bound hereby. I have made no misrepresentations of my age. If I am signing on behalf of a minor child, I represent and warrant that I am doing so with the consent and approval of my spouse (if any) and I understand that I may be giving up the rights of my child and spouse to sue as well as giving up my own right to sue.

USER'S SIGNATURE

DATE

USER'S NAME (Please Print)

PARENT'S SIGNATURE (IF USER IS A MINOR)

ADDRESS:

Age: _____ Date of Birth: _____