

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 **Miami International Mall, 1455 NW 107th Avenue Miami, FL 33172** no matter how such injuries or damages may occur.

Initials

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 FLOWRIDER.

Initials

Accordingly, under no circumstances will I nor any of my heirs, distributees, guardians, legal representatives and assigns present or bring any claim for personal injury, property damage, or wrongful death against: WAVE LOCH, INC., THOMAS J. LOCKTEFELD and ADRENALINA; and any of their subsidiary companies (hereinafter "RELEASEES") or any officer, director, member, agent, servant or employee of RELEASEES based upon RELEASEES negligent acts or omissions.

Initials

BY THIS RELEASE OF LIABILITY I intend to release the RELEASEES FROM ANY AND ALL LIABILITY to the undersigned, his personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the RELEASEES or otherwise.

Initials

This RELEASE shall be construed and enforced in accordance with the laws of the State of Florida. Any action at law, suit in equity, or other jurisdictional proceeding arising in connection with this RELEASE OF LIABILITY or my participation on the FlowRider®, shall be instituted only in the courts of Dade County.

Initials

EACH OF THE UNDERSIGNED further expressly agrees that *the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Florida* and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This RELEASE OF LIABILITY SHALL APPLY FOR THE ONE YEAR PERIOD

Initials

In the event that it is determined that I am not the parent or legal guardian of the minor, or I did not have the legal capacity to execute this Release of Liability and related documents on behalf of said minor, then, I agree to defend and indemnify RELEASEES, and all of their respective agents, employees, officers, directors and/or affiliated

companies/entities, if any litigation is instituted as a result of any injury or death arising out of, relating to, or in any way connected with the minor's participation.

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THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND **WAIVER OF LIABILITY** AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

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I, individually, and/or on behalf of the minor participant listed below hereby agree to a blanket event release of all rights related to my audio and photographic image that may arise out of my participation in activities on or around the WAVE LOCH Flowrider® water 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 Adrenalina, or Wave Loch, Inc., or any of their representatives or assigns.

Initials

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 Address: _____

Participant's E-mail Address: _____

Telephone Number: _____ Date Of Birth: _____

Participant's Signature: _____ Date: _____

(If participant is a minor) Legal Guardian's Name: (Please Print) _____

Relationship to the Minor: _____

Legal Guardian's Signature: _____ Date: _____

Riders younger than 16 years of age must have the liability release form signed by a parent or legal guardian. If the liability release form is not signed in the store it will need to be properly notarized and presented with original stamp in order to be valid for riding.