CAMELBACK Mountain Resort

SUMMER 2013 FLOWRIDER RELEASE

CAMELBACK MOUNTAIN RESORT

THIS IS A CONTRACT- READ IT !

ACTIVITY RELEASE AND AGREEMENT NOT TO SUE

IN CONSIDERATION OF BEING ALLOWED TO PARTICIPATE IN THE SPORT OF FLOWBOARDING, I AGREE THAT I WILL NOT SUE CAMELBACK MOUNTAIN RESORT, THEIR OWNERS AND OPERATORS, AND THEIR OFFICERS, DIRECTORS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER REFERRED TO COLLECTIVELY AS "CAMELBACK") OR WAVE LOCH, INC.; WAVE HOUSE OF SAN DIEGO, LLC; THOMAS J. LOCHTEFELD; AQUATIC DEVELOPMENT GROUP, INC. OR ANY OF THEIR SUBSIDARY COMPANIES OR ANY OFFICER, DIRECTOR, AGENT, SERVANT OR EMPLOYEE (HEREINAFTER REFERRED TO COLLECTIVELY AS "WAVE LOCH") AND WILL RELEASE CAMELBACK AND WAVE LOCH FROM ANY AND ALL LIABILITY IF I AM OR EVER WAS INJURED OR ANY MEMBER OF MY FAMILY IS OR EVER WAS INJURED WHILE USING ANY OF CAMELBACK'S FACILITIES OR WHILE PRESENT ON CAMELBACK'S PROPERTY, EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF CAMELBACK OR WAVE LOCH. I FURTHER AGREE THAT I WILL INDEMNIFY AND HOLD HARMLESS CAMELBACK AND WAVELOCH FROM ANY LOSS, LIABILITY, DAMAGE OR COST OF ANY KIND THAT MAY INCUR AS THE RESULT OF ANY INJURY TO MYSELF OR TO ANY PERSON FOR WHOM I AM SIGNING THIS AGREEMENT, EVEN IF I CONTEND THAT ANY SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, OR OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF CAMELBACK OR WAVE LOCH. I FURTHER ACKNOWLEDGE THAT THIS AGREEMENT EXTENDS TO MY PRESENCE AT CAMELBACK PURSUANT TO ALL COMPLIMENTARY, PURCHASED, TRADES, EMPLOYEE DISCOUNTED AND VOLUNTEER DISCOUNTED TICKETS OR ANY OTHER TICKETS, PASSES, OR CARDS, PROMOTIONAL OR OTHERWISE THAT I HAVE OR MAY OBTAIN.

Notwithstanding the foregoing, if I sue Camelback or Wave Loch, I agree that I will only sue them, whether it's 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 Camelback 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 rides, 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 into 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, WHETER FORESEEABLE OR NOT, SUBSTAINED 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 **ACTIVITY RELEASE / AGREEMENT NOT TO SUE AND ACKNOWLEDGEMENT OF RISKS** and am voluntarily signing below, intending to be legally bound herby. 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. **If the undersigned is under (18) years of age, this Release must be executed by a Parent or Guardian.**

Executed the _____ day of _____, 201____, Intending to be legally bound hereby.

_____ _____

Signature of Patron Signature of Parent/Guardian (If Patron is under (18) yrs of age)

Required Information for Patron:

First Name: _____ Last Name: _____ Age: _____

Address: _____ Date of Birth: _____

City: _____ State: _____ Zip Code: _____

Cell Phone Number: _____ Home Phone Number: _____

E-Mail Address: _____ REV 04-09-2013 JMK