

Whale's Tale Water Park Akua Proflow Double Liability Waiver

In consideration of the permission to participate in riding the Akua ProFlow Double, a sheet wave surfing attraction or use of a flowboard or bodyboard (Activities) and use of the Facilities, I hereby acknowledge, agree, and promise on behalf of myself, my heirs assigns, personal representatives and estate to release and discharge Pacific Surf Designs, Inc., Whale's Tale Waterpark and all of their respective officers, directors, members, agents, employees as well as those of entities, subsidiaries, related companies (hereafter collectively, the "Releasees"), from any and all liabilities, claims demands or causes of action in relation to my participation in this activity.

I UNDERSTAND AND ACKNOWLEDGE that the Activities in which I am about to voluntarily engage bear certain KNOWN RISKS AND UNANTICIPATED RISKS that could result in INJURY OR DAMAGE to me or my property. I UNDERSTAND AND ACKNOWLEDGE THOSE RISKS including risks inherent to his activity identified and unidentified, anticipated or unanticipated.

I FURTHER ACKNOWLEDGE that I am in good physical and mental health, and not suffering from any condition, disease, or disablement, which would or could potentially affect participation in the activities or use of the Facilities. Additionally, I acknowledge that activities are being provided purely voluntary and for recreational purpose. I acknowledge that I have familiarized myself with the instructions for this activity and agree to comply with all safety information contained therein.

VOLUNTARY ACCEPTANCE AND ASSUMPTION OF RISK AND RESPONSIBILITY: I EXPRESSLY AND VOLUNTARILY RELEASE AND FOREVER DISCHARGE AND COVENANT NOT TO SUE all Releasees and all other persons or entities affiliated therewith, from any and all liability, claims, demands, actions, or rights or action, which are related to, arise out of, or are in any way connected with the participation on the Activities or use of the Facilities, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL NEGLIGENCE OR FAULT OF RELEASEES.

I understand that this Waiver will prevent me, my child, my heirs, my representatives, my insurers, or my estate from bringing any action at law, suit in equity, or other jurisdictional proceeding or making any claim for damages.

I have read this entire document, understand it completely, and agree to be bound by its terms.

Participants Legal Name (please print)

Participants Signature

Date

Fill out section below only if participant is a minor

Affidavit of Parent or Legal Guardian

I, the undersigned, declare that I am the parent of, or the legal guardian of, the below named minor, and have the capacity to execute documents on behalf of such minor. I understand that as a condition to participate in this Activity, the parent or legal guardian of the minor participant must sign certain legal documents, including, but not limited to, the Waiver. I am signing those documents, freely on the below minor's behalf, without any fraud or duress and acknowledge that I have read and understand the same.

In the event that it is determined that I am not the parent or legal guardian of the minor, or did not have the legal capacity to execute documents on behalf of said minor, then I agree to defend and indemnify: claim for damage arising out of, relating to, or in any way connected with, minor's participation of these Activities. I understand that this indemnity provision is in addition to (and not in lieu of) any other indemnity provision found in this document, or otherwise executed by me in favor of any of the Releasees.

Minor Participants Legal Name (please print)

Date

Legal Guardian Name (please print)

Legal Guardian Signature

Whale's Tale Water Park Akua Proflow Double Photographic Assignment Release

I consent to the use of any photographic or film (of whatsoever nature) for commercial purposes or otherwise of my child, my ward, or myself in connection with these activities, without remuneration to me, or restriction as to frequency, duration or medium. I / we hereby assign all right, title and interest I / we may have in, or to, any and all media in which my likeness might be used by the RELEASEES.

Participants Legal Name (Please print)

Participants Signature

Date

Minor Participants Legal Name (Please print)

Legal Guardian Name (Please print)

Legal Guardian Signature

Date