

AQUADUCK RECREATIONAL PLAYGROUND LLC DISCLAIMER/WAIVER FORM

Release of liability, waiver of claims and assumption of risk agreement.

PARENT/GUARDIAN NAME: _____

DATE: _____

MOBILE: _____

EMAIL: _____

CHILD NAME & AGE: _____

CHILD NAME & AGE: _____

CHILD NAME & AGE: _____

CHILD NAME & AGE: _____

Kids below 3 years or 90 cms in height are not allowed to use the Aqua Park. Children must be supervised by a responsible adult at all times.

Please read and understand carefully and sign at the bottom of the document.

In consideration of the services and fullest extent allowed by law, I agree to forever waive **AQUADUCK RECREATIONAL PLAYGROUND LLC**, their agents, owners, officers, employees, subsidiaries and all other persons and entities acting in any capacity on their behalf and agree not to pursue any form of legal actions. I hereby concur to release from liability indemnify and discharge claims against **AQUADUCK RECREATIONALPLAYGROUND LLC** on behalf of myself, any of my dependents and personal representative participation in the activities and use of any and all equipment and facilities inside premises.

I acknowledge that participating in the AQUADUCK Recreational Playground LLC involves known and unanticipated risks that could result in physical or emotional injury, paralysis, serious injuries or damages, property or third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I relinquished their right to sue in the case of injury or death due to an honest mistake or outright negligence by the company or its employees. The risks include, among other things: slips, falls, head injuries, being struck by equipment, stuck by other participants, forces of nature including extremes of weather, lightning, and rapid weather changes, exposure to sun, heat stroke, strong wind, cold, the risk of collision with objects or other watercraft, crashing, entrapment within the water park, drowning; the risk of exposure to insect bites, my own physical condition; accidental drowning and the physical exertion associated with these activities. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in the activity is purely voluntary and I elect to participate in spite of the risks.

I acknowledge that it is my sole discretion to use and allow my dependents to engage in the activities provided and will assume all risks, both inherent and other risks and accept responsibility for any personal property damage and loss and for any degree of physical harm I and/or my dependents may suffer.

I understand that failure, deliberate or otherwise to adhere to the rules and regulations, or misuse of any equipment will result in full liability being assumed by the participant, my dependent and me.

I consent the use of my and / or my dependents image by Aquaduck Recreational Playground LLC for any and all such purposes, including without limitation video, still photographs, publication and any trade or advertising purposes. Aquaduck will be fully respectful of local culture and custom.

I certify that I have adequate insurance to cover injury or damage I may cause or suffer while participating, or else I agree to bear the cost of such injury or damage myself. I further certify that I am willing to assume all risks of any medical or physical condition(s) I may have. I assume full responsibility for any loss of personal property (camera, glasses, shoes, watches, etc..) and any costs associated with said loss.

I hereby declare my legal responsibility for myself and/or my dependents. On behalf of myself and/or my dependents I agree to all of the above terms stated in this document and agree to indemnify Aquaduck Recreational Playground LLC from any and all litigation that may be brought by or on behalf of the dependents. I agree not to bring any litigation against Aquaduck Recreational Playground LLC. I agree to pay any and all legal cost incurred by Aquaduck Recreational Playground LLC in defense of any litigation brought against Aquaduck Recreational Playground LLC.

Signature

Date