

[THE LIQUID EDGE]

CABLE PARK WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF LEGAL RIGHTS.

1. Definitions. The person who is using the cable park shall be referred to hereinafter as "Participant". The "Undersigned" means only the Participant when the Participant is age 18 or older OR it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18. "Released Parties" mean **The Liquid Edge** or any of **its** respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, members, and shareholders. The "Activity" means using the cable park and using its facilities for any purpose.

2. Risks of Activity. The Undersigned agree and understand that taking part in the Activity can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. The Undersigned acknowledge that the Activity is inherently dangerous and fully realize the dangers of participating in the Activity. The risks and dangers of the activity include, but are not limited to: water flow; tides; currents; wakes; drowning; entanglement; impacts; collisions with other participants; watercraft and other manmade and natural objects; weather conditions; exposure to elements; slips and falls; equipment failure and/or defects; marine and other wildlife; operator error; mental distress from exposure to any of the above; and negligence of others. THE UNDERSIGNED ACKNOWLEDGE AND UNDERSTAND THAT THE DESCRIPTION OF THE RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS.

3. Release, Indemnification, and Assumption of Risk. In consideration of the Participant being permitted to participate in the activity, the Undersigned agree as follows:

(a) Release. THE UNDERSIGNED HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASE, FOREVER DISCHARGE, AND AGREE NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASED PARTIES with respect to any and all claims and causes of action of any nature whether currently known or unknown, which the Undersigned, or any of them, have or which could be asserted on behalf of the Undersigned in connection with the Participant's participation in the Activity, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract.

(b) Indemnification. The Undersigned hereby agree to indemnify, defend and hold harmless the Released Parties from and against any and all liability, cost, expense or damage of any kind or nature whatsoever and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Participant's participation in the Activity. Such obligation on the part of the Undersigned shall survive the period of the Participant's participation in the Activity.

(c) Assumption of Risk. The Undersigned agree and understand that there are dangers and risks associated with the participation in the Activity and that INJURIES AND/OR DEATH may result from participating in the Activity, including, but not limited to the acts, omissions, representations, carelessness, and negligence of the Released Parties. By signing this document, the Undersigned recognize that property loss, injury and death are all possible while participating in the Activity. RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME

ALL RISKS AND DANGERS OF THE PARTICPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.

4. Minor Acknowledgment. In the case of a minor Participant, the Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is also waiving rights on behalf of the minor that the minor otherwise may have. The Undersigned parent or legal guardian agrees that, but for the foregoing, the minor would not be permitted to participate in the Activity. By signing this Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor Participant, signing adults represent that they are a legal parent or guardian of the minor Participant.

5. Medical Care. Undersigned authorize the Released Parties and/or their authorized personnel to call for medical care for Participant or to transport Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. Undersigned agree to pay all costs associated with such medical care and related transportation.

6. Miscellaneous. The Undersigned further agree and understand: (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this Agreement shall be governed by the laws of the State of **Illinois**, and the exclusive jurisdiction and venue for any claim arising out of this Agreement shall be the state courts located in **DeWitt** County, **Illinois**, and Undersigned expressly agree and consent to jurisdiction in said courts; (c) this Agreement constitutes the entire agreement between the parties hereto and supersedes any and all prior contracts, arrangements, communications, or representations, whether oral or written, between the parties relating to the subject matter hereof; (d) the Undersigned understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the intent of the Undersigned that this agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Undersigned.

I HAVE CAREFULLY READ THE FOREGOING ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

Printed Name of Participant

Signature of Participant

Date

Printed Name of Parent/Legal Guardian #1

Signature of Parent/Legal Guardian #1

Date

Printed Name of Parent/Legal Guardian #2

Signature of Parent/Legal Guardian #2

Date

Address

Telephone

Emergency Contact: _____

Printed Name

Telephone

NAME/RELATION

**WATER SPORTS PARTICIPATION
UNCONDITIONAL GENERAL RELEASE FROM LIABILITY**

Please read the following agreement carefully BEFORE DECIDING TO PARTICIPATE. By signing this document and initialing the required sections, YOU ARE EXPRESSLY AGREEING TO HAVE KNOWINGLY, FULLY AND TOTALLY RELEASED THE Owner/Company/His Agents and Employees (hereinafter "the Released") FROM ANY AND ALL CLAIMS, INCLUDING ACTIVE OR PASSIVE NEGLIGENCE BUT EXCLUDING GROSS NEGLIGENCE AND/OR INTENTIONAL MISCONDUCT, arising out of any act, omission, or condition existing prior to the signing of the agreement, and extending to include any act, omission, or condition in any way connected with your participation in (including transit to and from) these water sports activities, occurring at any point in the future from the activities in which you are about to purchase/engage.

A. EXPRESS ASSUMPTION OF ALL INHERENT RISKS OF WATER SPORTS ACTIVITIES

There are numerous risks inherent in and associated with participation in water sports activities. By executing this RELEASE, you are acknowledging that participation in water sports activities is an inherently dangerous activity that involves risks of death and/or serious bodily injury that cannot be prevented or avoided even by the exercise of reasonable care. The following list, though not exhaustive, exemplifies many of the types of risks and potential injuries you could encounter in connection with your participation in water sports.

- changing water flow, tides, currents, wave action, eddies, whirlpools, and vessel wakes;
- collision with other participants; collision with watercraft, whether owned or operated by the Released, collision with man-made or natural objects;
- the negligent actions and/or omissions of other participants;
- your own actions and/or omissions, your level of competency as to the activity, and your own physical and mental conditions;
- your sense of balance, physical coordination, ability to operate equipment, and ability to swim;
- wind shear, inclement weather, lightning, variances and extremes of wind, weather and temperature;
- collision, capsizing, sinking, falling, slipping or other hazards that may result in wetness, injury, exposure to the elements, hypothermia, impact of the body upon the water, injection of water into any body orifices, and/or drowning;
- the presence of insects, wild animals, as well as dangerous plant life, bacteria, amoebas, and marine life forms;
- equipment failure, improper use of equipment and/or impacting equipment;
- heat or sun related injuries or illnesses, including sunburn, sun stroke or dehydration;
- fatigue, chill, shock and/or dizziness which may increase your reaction time.

By initialing this section and executing this WAIVER below, you are agreeing that you have reviewed the preceding non-exclusive list of sample inherent risks involved in your participation in these activities, and with full knowledge and understanding, you are voluntarily agreeing to engage and participate in these activities and to VOLUNTARILY AND EXPRESSLY ASSUME THE RISK OF SERIOUS BODILY HARM, PERSONAL INJURY, DEATH OR DAMAGE resulting from any and all inherent risks while participating and engaging in (including transit to and from) these water sports activities. By expressly assuming ANY AND ALL INHERENT RISKS involved with these water sports activities, you are voluntarily relinquishing the ability to seek or collect damages from the Released due to any personal injury, claim, or incident occurring or in any way related to or arising from the inherent risks of your involvement in these water sports activities. INITIAL _____

B. INDEMNITY AGREEMENT STATEMENT

By initialing this section and executing this WAIVER below, you are further agreeing to hold harmless and to indemnify the Released against any and all claims, demands, losses, damages, causes of action, judgments, costs, expenses, attorneys' fees, and other liabilities, including those from third parties, arising out of or relating to your participation in any water sports and/or presence upon the property on which they are located, even if caused by the active or passive negligence of the Released, but excluding any gross negligence or intentional misconduct. By agreeing to indemnify the Released for the acts, occurrences, and expenses as contained within this subsection you are knowingly and voluntarily agreeing that you may be required to reimburse or provide the cost of a legal defense or representation for the Released for any expenses or actions it has to take arising out of your participation in these water sports activities. INITIAL _____

C. WAIVER AND RELEASE OF LIABILITY

By initialing this section and signing this WAIVER below, YOU ARE AGREEING TO KNOWINGLY, VOLUNTARILY, AND UNEQUIVOCALLY WAIVE ANY AND ALL CLAIMS, INCLUDING ACTIVE OR PASSIVE NEGLIGENCE BUT EXCLUDING GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, against the Released arising out of any act, omission, or condition existing prior to the signing of the agreement, and extending to any act, omission, or condition in any way connected with your participation in (including transit to and from) these water sports activities occurring at any point in the future. THIS WAIVER AND RELEASE OF LIABILITY IS EXPRESSLY PROVIDED TO EXCULPATE THE RELEASED FROM THOSE LIABILITIES WHICH ARE SEPARATE FROM AND IN ADDITION TO THE POTENTIAL LIABILITIES CREATED BY THE RISKS INHERENT IN WATER SPORTS PARTICIPATION. Furthermore, by initialing and signing this waiver below, you are binding your spouse, heirs, assigns, and any similarly situated personal or legal representative to the waiver's terms. INITIAL _____

D. DECLARATION OF COMPETENCY AND INTENT TO BE BOUND

By initialing this section and signing this WAIVER below, you are signifying that you have read first, then initialed, all sections contained within this agreement. You are further signifying that you are voluntarily agreeing to execute this waiver and release, and that you understand the legal implications and consequences of doing so. If there are any aspects of this agreement with which you do not have a full and complete understanding, you are encouraged to ask or inquire with the Released BEFORE initialing this section or signing this waiver. INITIAL _____

E. UNCONDITIONAL GENERAL RELEASE FROM LIABILITY

Your signature below reflects your express assent to be bound to the terms of this agreement. Please carefully review each section again and ensure that you fully understand the implications of this agreement.

Printed Name of Adult Participant

Signature of Adult Participant

DATE

Printed Name of Agent / Witness

Signature of Agent / Witness

DATE

***EACH ADULT PARTICIPANT MUST INDIVIDUALLY SIGN A WAIVER. SEE ATTACHED SUPPLEMENTAL FORM FOR LIMITED WAIVER FOR MINOR CHILDREN**

**WATER SPORTS PARTICIPATION
UNCONDITIONAL GENERAL RELEASE FROM LIABILITY**

NATURAL GUARDIAN'S ACKNOWLEDGEMENT OF RELEASE ON BEHALF OF MINOR CHILD

Your signature below reflects your express assent to bind your minor child to the terms of the Water Sports Participation Unconditional General Release of Liability agreement. Your signature also represents your attestation to being the natural guardian of the minor child(ren) listed below, and possessing the legal authority to sign this agreement on their behalf. Please carefully review each section again and ensure that you fully understand the implications of this agreement.

_____	_____	_____
Printed Name of Natural Guardian	Signature of Natural Guardian	DATE
_____		_____
Printed Name of Minor Child		DATE
_____		_____
Printed Name of Minor Child		DATE
_____		_____
Printed Name of Minor Child		DATE

**Failure of less than all natural guardians to sign this form on behalf of a minor child does not constitute a basis for waiver of the
limitations granted herein**