

# Disclosure Statement and Application To Ride Wave Loch “Bruticus Maximus”

First Name	Last Name	Middle Initial
Street Address		Phone Number
City	State	Zip Code
Email Address		Birthday (See below if under 18*)
Driver's License/Identification Card Number	State	Expiration Date
Emergency Contact Name		Emergency Phone Number

The Wave Loch Bruticus Maximus<sup>®</sup> is a very aggressive white water attraction. You may unavoidably achieve body positions that result in personal injury during your participation in Bruticus Maximus operations. The tricks, stunts or body positions that 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 injury as a result of slipping on or striking surrounding ride elements, e.g., ride bottom, flow fence divider, support structures, ride vehicles, containment walls, entering/exiting riders, 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 cause injury. Furthermore, riding may result in the flow of water picking you up and pitching you head-over-heels onto a fiberglass/steel sub-surface that is partially covered by one inch of foam or ½ inch of vinyl tube matting. After this initial dump you may subsequently collide into structural elements that lie directly in the path of water flow. All of the above is risky. And although many before you have ridden unscathed, severe injury is possible.

The standard operating rules for the sheet wave attraction more commonly known as the FlowRider<sup>®</sup> were established to create a safe ride environment and to minimize the risk of personal injury. **Unfortunately, this is not the FlowRider<sup>®</sup> and you are not in Kansas anymore.** You are electing to participate in what some deem an “extreme sport”, and on what we call the WAVE LOCH<sup>®</sup> BRUTICUS MAXIMUS, a.k.a. “End of the Road Redux”. But before you will be allowed to ride this beast, you must read and acknowledge, by your initials and signature, the following statement of risk and application for attraction participation.

**BE ADVISED --- THIS HAZARD AND WARNING STATEMENT SERVES AS A VOLUNTARY APPLICATION TO PARTICIPATE IN NON-STANDARD OPERATIONS AT THE APPLICANT'S OWN RISK.**

I, \_\_\_\_\_ **(Participant's Full Name)** and  
\_\_\_\_\_ **(Parent's Name on behalf of minor participant)**

desire to participate in activities that are HAZARDOUS and in direct violation of Wave Loch's standard operating rules and procedures in place at other Flow Rider facilities worldwide. I understand that the nature of such activities involves inherent risks and that as a result of my participation, I may become seriously injured or die. I also understand that the ride conditions I may experience will be much different from the "everyday ride" I may have observed operated for, and ridden by, the general public during standard operations.

The specific rules and procedures that I intend to disregard or that may be disregarded by others with whom I intend to associate with, and the assumed risk of consequence I am willing to accept includes, but is not limited to, the following:

**STANDARD RULE #1: ENTER RIDE BY WAY OF SINGLE POINT OF ENTRY**

**EXCEPTION TO RULE:** Multiple entry points and entry techniques may be used by myself or other riders to enter the simulated surfing attraction known as WAVE LOCH® BRUTICUS MAXIMUS. Where single point access can be safely controlled, multiple entry points increase the risk of collision by riders simultaneously entering/exiting the ride. By signing this agreement, I intend to assume all risk associated with multiple ride entry. I also assume the risk of positioning myself at points around the ride where I may be struck by entering/exiting riders, ride vehicles or water surges. The above cited risks include, but are not limited to, lacerations, sprains, herniations, torn or wrenched-off body parts, broken bones, broken teeth, dislocations, drowning, numbness, paralysis, incontinence, sterilization, blindness, deafness, amputation or death.

1. **Participant's Initials:** \_\_\_\_\_ **Parent's Initials:** \_\_\_\_\_ **(if Participant under 18 years old)**

**STANDARD RULE #2: SINGLE RIDING ONLY IS PERMITTED. NO TANDEM RIDERS OR DOUBLE RIDING IS ALLOWED. MULTIPLE SINGLE RIDERS ARE NOT ALLOWED.**

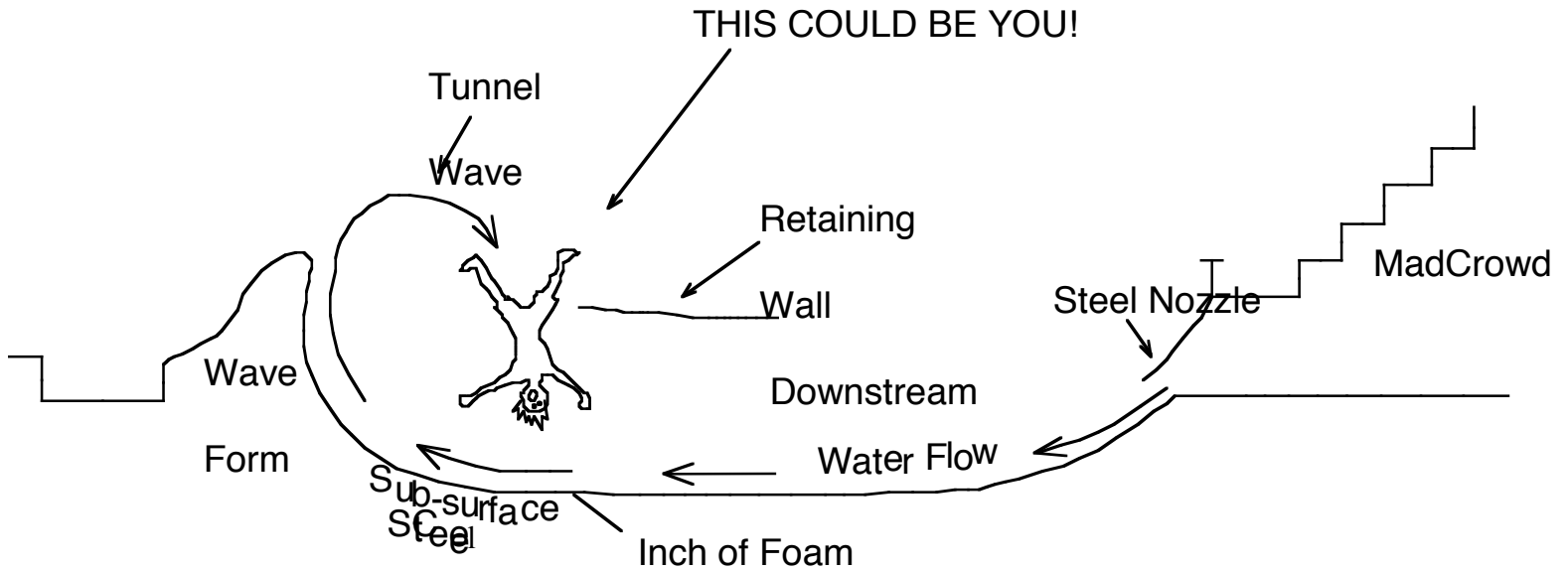
**EXCEPTION TO RULE:** More than one person at a time may use or attempt to use the WAVE LOCH® BRUTICUS MAXIMUS. Tandem riding or multiple single riding greatly increases the risk of injury. While I understand that I must be cautious while riding and be aware of what is happening around me at all times, a multiple rider situation may result in riders out-of-control, or in the existence of riders of whom I am not aware. Consequently, I agree to assume all risk associated with tandem or multiple single riding on the WAVE LOCH® BRUTICUS MAXIMUS. Potential risks include, but are not limited to, lacerations, sprains, herniations, torn or wrenched-off body parts, broken bones, broken teeth, dislocations, drowning, numbness, paralysis, incontinence, sterilization, blindness, deafness, amputation or death.

2. **Participant's Initials:** \_\_\_\_\_ **Parent's Initials:** \_\_\_\_\_ **(if Participant under 18 years old)**

**STANDARD RULE #3: HORSEPLAY, DAREDEVIL STUNTS, AGGRESSIVE TRICKS, AND TUNNEL WAVE RIDING ARE NOT PERMITTED.**

**EXCEPTION TO RULE:** I may attempt horseplay, daredevil stunts or aggressive tricks that result in injury during my participation in WAVE LOCH® BRUTICUS MAXIMUS operations. I agree to assume the risk of

self inflicted injury or injury caused by others that can result from such tricks, stunts or body positions which exceed my skill level (and which may occur irrespective of my skill level). I also agree to assume the risk of injury that may result from striking surrounding ride elements, e.g., ride bottom, entry slide, ride vehicles, containment walls or other ride components. **Further compounding the problem, riding in the curl area may result in the flow of water picking up a rider ten feet into the air and dumping him or her head-over-heels onto a steel and fiberglass sub-surface that is covered by one inch of foam. After this initial dump the rider may be subsequently slammed into a steel, wood and fiberglass retaining wall that lies directly in the path of water flow. This is risky. See picture below:**



By signing this agreement, I understand that I am engaging in an activity where tunnel wave riding may occur or I may be inadvertently forced into the tunnel curling wave, and then smashed into a downstream fiberglass grate. Although I intend to use prudent caution, prudence and the WAVE LOCH® BRUTICUS MAXIMUS have nothing in common. I will, at times, be out of control. Consequently, I may subject myself to an injury producing collision with either the steel/fiberglass bottom or retaining walls. Such collision may result in lacerations, sprains, herniations, torn or wrenched-off body parts, broken bones, broken teeth, dislocations, drowning, numbness, paralysis, incontinence, sterilization, blindness, deafness, amputation or death.

**3. Participant's Initials:** \_\_\_\_\_ **Parent's Initials:** \_\_\_\_\_ (if Participant under 18 years old)

OTHER THAN MY DESIRE TO PLACE MYSELF IN RISKY SITUATIONS, I CERTIFY THAT I HAVE NO IMPAIRMENT TO MY PHYSICAL OR MENTAL CAPACITY. I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS AGREEMENT AFFECTS MY LEGAL RIGHTS AND MAY BE USED IN A COURT OF LAW. I AM SIGNING THIS AGREEMENT OF MY OWN FREE WILL.

# BRUTICUS MAXIMUS 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 Bruticus Maximus<sup>®</sup> located at the Wave House Athletic Club at Belmont Park in San Diego, California, no matter how such injuries or damages may occur.

**I UNDERSTAND AND ACKNOWLEDGE THAT BODYBOARD AND FLOWBOARD RIDING ACTIVITIES HAVE INHERENT DANGERS AND/OR RISKS 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 ON THE BRUTICUS MAXIMUS<sup>®</sup>.**

Accordingly, under no circumstances will I nor any of my heirs, distributees, guardians, legal representatives and assigns present or future bring any claim for personal injury, property damage, or wrongful death against: WAVE LOCH, INC.; WAVE HOUSE SAN DIEGO, LLC; THOMAS J. LOCHTEFELD; WAVE HOUSE BELMONT PARK, LLC; WAVE HOUSE ATHLETIC CLUB, INC.; CITY OF SAN DIEGO; and their subsidiary or related companies, their elected officials, officers, representatives, agents and employees; (hereinafter "RELEASEES") or any officer, director, member, agent, servant or employee of RELEASEES, based upon RELEASEES ordinary or gross negligent acts or omissions.

ACCORDINGLY, I WAIVE AND RELEASE RELEASEES FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION THAT I OR THE MINOR (WHO I AM SIGNING ON BEHALF OF) MAY HAVE IN CONNECTION WITH THE RENTAL HEREIN. I FURTHER AGREE TO DEFEND AND INDEMNIFY (INCLUDING ATTORNEYS FEES) RELEASEES, AND EACH OF THEM, FOR ANY CLAIM OR ACTION THAT IS BROUGHT AGAINST THEM RELATING TO, OR ARISING OUT OF, OR IN ANY CONNECTION TO, THE RENTAL.

I, individually, and/or on behalf of the minor participant listed below, also 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 BRUTICUS MAXIMUS<sup>®</sup> water attraction. I understand that this release includes any and all marketing, promotion or advertising that may occur anywhere and anytime on any media as later used by RELEASEES or any of their representatives or assigns.

This RELEASE shall be construed and enforced in accordance with the laws of the State of California. Any action at law, suit in equity, or other jurisdictional proceeding arising in connection with this Agreement or my participation on the Bruticus Maximus<sup>®</sup>, shall be instituted only in the courts of San Diego County, California.

I also understand and agree that during each visit to Wave House<sup>®</sup> Athletic Club (Wave House), including any program conducted away from the Wave House premises, I am using the Wave House facilities at my own risk, and agree to assume such risks. Moreover, the fact that I am here proves that the benefits provided by Wave House, for me, outweigh these risks.

In consideration of the benefits received, I further agree, and hereby forever release and discharge Wave House Athletic Club, Inc., Wave House Belmont Park LLC, Wave Loch, Inc., Wave House San Diego LLC, Thomas Lochtefeld, and The City of San Diego, and all of their respective officers, directors, members, agents, and employees (hereinafter collectively as "Releasees"), from any and all liabilities, claims, demands, or causes of action, present or future, known or unknown, that I or my heirs may hereafter have at any time for injuries, damages or death. Such waiver and release includes, but is not limited to those arising from: 1) exercise or use of the equipment or facilities; 2) patent, latent or hidden defective conditions in the equipment or premises; 3) improper or inadequate instruction or supervision; 4) medical treatment rendered, or failed to be rendered by Releasees; 5) incidents in wet areas, such as pool decks, tiled, concrete or other wet surfaces; 6) equipment breaking or malfunctioning; 7) incidents in the parking facilities or common areas of Belmont Park; 8) and any negligence, passive or active, on the part of Releasees. I further confirm that no sale, lease or bailment of a product is being created, and that Releasees are providing recreational services.

I HEREBY ACKNOWLEDGE THAT I AM NOT LEASING OR RENTING ANY PRODUCT, AND AM MERELY RECEIVING A REVOCABLE AND NON-EXCLUSIVE RIGHT TO PARTICIPATE IN THESE ACTIVITIES. I UNDERSTAND THAT I WILL HAVE NO RIGHT TO PURSUE ANY CLAIM OR ACTION BASED ON PRODUCTS OR STRICT LIABILITY. I CERTIFY THAT I, (NOR THE MINOR PARTICIPANT), HAVE NO IMPAIRMENT TO MY PHYSICAL OR MENTAL CAPACITY. I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS RELEASE OF LIABILITY AFFECTS MY LEGAL RIGHTS, AND THE RIGHTS OF MY HEIRS, REPRESENTATIVES, DISTRIBUTEES, GUARDIANS, LEGAL REPRESENTATIVES, OR ASSIGNS AND MAY BE USED IN A COURT OF LAW. I AM SIGNING THIS RELEASE OF MY OWN FREE WILL.

**Participant's Name: (Please Print)** \_\_\_\_\_

**Participant's Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_

**(If Participant is a minor) Legal Guardian Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_

# WAVE LOCH FLOWRIDER

The Wave Loch FlowRider<sup>®</sup> is a very aggressive white water attraction. You may unavoidably achieve body positions that result in personal injury during your participation in FlowRider operations. The tricks, stunts or body positions that 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 injury as a result of slipping on or striking surrounding ride elements, e.g., ride bottom, flow fence divider, support structures, ride vehicles, containment walls, entering/exiting riders, 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 cause injury. Furthermore, riding may result in the flow of water picking you up and pitching you head-over-heels onto a fiberglass/steel sub-surface that is partially covered by one inch of foam or ½ inch of vinyl tube matting. After this initial dump you may subsequently collide into structural elements that lie directly in the path of water flow. All of the above is risky. And although many before you have ridden unscathed, severe injury is possible.

**BY SIGNING BELOW YOU ARE ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTOOD THAT THE FOREGOING RISKS ARE AMONG THE RISKS YOU WILL BE EXPOSED TO WHEN RIDING THE FLOWRIDER<sup>®</sup>.**

**Dated:** \_\_\_\_\_ **Participant Signature** \_\_\_\_\_

**Dated:** \_\_\_\_\_ **Parent/Legal Guardian** \_\_\_\_\_

(If under 18 AFFIDAVIT OF PARENTAL OR LEGAL GUARDIANSHIP must be completed)

# FLOWRIDER 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 Wave House Athletic Club at Belmont Park in San Diego, California, no matter how such injuries or damages may occur.

**I UNDERSTAND AND ACKNOWLEDGE THAT BODYBOARD AND FLOWBOARD RIDING ACTIVITIES HAVE INHERENT DANGERS AND/OR RISKS 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 ON THE FLOWRIDER®.**

Accordingly, under no circumstances will I nor any of my heirs, guardians, legal representatives and assigns present or future bring any claim for personal injury, property damage, or wrongful death against: WAVE LOCH, INC.; WAVE HOUSE SAN DIEGO, LLC; THOMAS J. LOCHTEFELD; WAVE HOUSE BELMONT PARK, LLC; WAVE HOUSE ATHLETIC CLUB, INC.; CITY OF SAN DIEGO; and any of their subsidiary or related companies, their elected officials, officers, representatives, agents and employees; (hereinafter "RELEASEES") or any officer, director, member, agent, servant or employee of RELEASEES, based upon RELEASEES ordinary and/or gross negligent acts or omissions.

ACCORDINGLY, I WAIVE AND RELEASE RELEASEES FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION THAT I OR THE MINOR (WHO I AM SIGNING ON BEHALF OF) MAY HAVE IN CONNECTION WITH THE RENTAL HEREIN. I FURTHER AGREE TO DEFEND AND INDEMNIFY (INCLUDING ATTORNEYS FEES) RELEASEES, AND EACH OF THEM, FOR ANY CLAIM OR ACTION THAT IS BROUGHT AGAINST THEM RELATING TO, OR ARISING OUT OF, OR IN ANY CONNECTION TO, THE RENTAL.

I, individually, and/or on behalf of the minor participant listed below, also 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 FLOWRIDER® water attraction. I understand that this release includes any and all marketing, promotion or advertising that may occur anywhere and anytime on any media as later used by RELEASEES or any of their representatives or assigns.

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

I also understand and agree that during each visit to Wave House® Athletic Club (Wave House), including any program conducted away from the Wave House premises, I am using the Wave House facilities at my own risk, and agree to assume such risks. Moreover, the fact that I am here proves that the benefits provided by Wave House, for me, outweigh these risks.

In consideration of the benefits received, I further agree, and hereby forever release and discharge Wave House Athletic Club, Inc., Wave House Belmont Park LLC, Wave Loch, Inc., Wave House San Diego LLC, Thomas Lochtefeld, and The City of San Diego, and all of their respective officers, directors, members, agents, and employees (hereinafter collectively as "Releasees"), from any and all liabilities, claims, demands, or causes of action, present or future, known or unknown, that I or my heirs may hereafter have at any time for injuries, damages or death. Such waiver and release includes, but is not limited to those arising from: 1) exercise or use of the equipment or facilities; 2) patent, latent or hidden defective conditions in the equipment or premises; 3) improper or inadequate instruction or supervision; 4) medical treatment rendered, or failed to be rendered by Releasees; 5) incidents in wet areas, such as pool decks, tiled, concrete or other wet surfaces; 6) equipment breaking or malfunctioning; 7) incidents in the parking facilities or common areas of Belmont Park; 8) and any negligence, passive or active, on the part of Releasees. I further confirm that no sale, lease or bailment of a product is being created, and that Releasees are providing recreational services.

I AM AWARE THAT THIS RELEASE IS LEGALLY BINDING AND THAT I AM RELEASING MY LEGAL RIGHTS (OR THAT OF THE MINOR) BY SIGNING BELOW.

Participant's Name: (Please Print) \_\_\_\_\_

Participant's Signature: \_\_\_\_\_ Date \_\_\_\_\_

(If Participant is a minor) Legal Guardian Signature: \_\_\_\_\_ Date \_\_\_\_\_ (If under 18

**AFFIDAVIT OF PARENTAL OR LEGAL GUARDIANSHIP must be completed)**

# AFFIDAVIT OF PARENTAL OR LEGAL GUARDIANSHIP

I, the undersigned, declare that I am the parent of, or the legal guardian of

\_\_\_\_\_,  
a minor, and have the capacity to execute documents on behalf of such minor. I understand that as a condition to participate in activities, rides or events at Wave House, the parent or legal guardian of the minor participant must sign certain legal documents, including but not limited to Waivers, Releases, Acknowledgment of Risks, and related documents. I am signing those documents, freely, 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 the documents on behalf of said minor, then I agree to defend and indemnify Wave House Belmont Park, LLC, Wave Loch, Inc., The City of San Diego, and all of their agents, employees, officers, directors, and/or affiliated companies/entities, if any litigation is instituted, as a result of any injury or death or claim for damage arising out of, relating to, or in any way connected with, minor's participation in activities at Wave House or Belmont Park.

**DATED:** \_\_\_\_\_

\_\_\_\_\_  
**PRINT NAME OF ADULT/GUARDIAN**

\_\_\_\_\_  
**SIGNATURE OF ADULT/GUARDIAN**

# BRUTICUS MAXIMUS CERTIFICATE OF QUALIFICATION

Let it be known to all men present that the undersigned is admitted to the select guild of the proven few, an honor earned and never bought, i.e., certification to ride the Wave Loch Bruticus Maximus®. The Bruticus Maximus® is a very aggressive white water attraction. As such, it is not available for general public use, but only to performers with prior proficiency in a related boardriding sport, whether surfing, skateboarding, snowboarding, bodyboarding, wakeboarding, or skimboarding. Only those select athletes who possess the requisite skills first learned in the boardsport family, may attempt to ride and perform on the Bruticus Maximus®. To this end, the undersigned hereby is claimed to be proficient in a sibling boardsport and is capable of performing the following boardsport maneuvers:

CONTROLLED ENTRY	CARVING TURN	CHECK TURN
DROPPING IN	180 TURN	CONTROLLED EXIT

Intrinsic to becoming a certified Wave Loch Bruticus Maximus Rider, the undersigned acknowledges that it is possible to unavoidably achieve body positions that result in personal injury during participation in Wave Loch Bruticus Maximus operations. The tricks, stunts or body positions that the undersigned may attempt (or inadvertently achieve) will be based upon 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 the undersigned's skill level (and which may occur irrespective of skill level). For instance, the undersigned may sustain injury as a result of slipping on or striking surrounding ride elements, e.g., ride bottom, flow fence divider, support structures, ride vehicles, containment walls, entering/exiting riders, 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 cause injury. Furthermore, riding may result in the flow of water pitching the undersigned head-over-heels onto a fiberglass/steel sub-surface that is partially covered by one inch of foam or ½ inch of vinyl tube matting, and thereafter, subsequently colliding into structural elements that lie directly in the path of water flow. All of the above is risky. And although many have ridden unscathed, severe injury is possible. I hereby understand and accept the above stated risks and hereby proudly accept this certification.

Name \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_