

# Disclosure Statement and Application To Ride

## Wave Loch “FlowRider®” Disclosure Statement & Application To Ride

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 FlowRider® 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®.**

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

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

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

# 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** \_\_\_\_\_

## AFFIDAVIT OF PARENTAL OR LEGAL GUARDIANSHIP (If Participant is Under 18)

I, the undersigned, declare that I am the parent of, or the legal guardian of \_\_\_\_\_,  
a minor, and hence, 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 San Diego, 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 other 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 arising out of, relating to, or in any way connected with, minor's participation.

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

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

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

EMPLOYEE VERIFYING FORM COMPLETION \_\_\_\_\_