

# **FANTASY SURF, LLC FLOWRIDER®**

## **NOTICES, INSTRUCTIONS, & WARNINGS**

1. Flowriding is a very strenuous activity. The moving water is extremely turbulent.
2. Bodyboarding or Flowboarding on this sheet wave is a body-active, participatory sport. As with all sports, care must be taken to avoid a mishap.
3. Riders must be in good physical condition and free from any physical limitations to participate. Pregnant women and persons with or having a history of heart, back, neck, shoulder or joint problems should not participate.
4. Riders must be as tall as their Flowboard (52") / Bodyboard (42") to participate.
5. Jewelry, hats, foot wear, eye glasses, or loose articles of any type are not permitted on the sheet wave as they may injure the participant or damage the ride surface.
6. Bathing suit tops, bottoms and loose clothing may be pulled off by the flowing water. Cover-ups are suggested.
7. Entering the Attraction. Upon receiving instruction from the lifeguard, if,
  - a. Bodyboarding: place your bodyboard onto the flow of water slick side down. Lie down on your stomach, head facing the flow of water, with your hips along the rear edge of the board. Your legs should be extended straight behind you to serve as a rudder. Your hands should grab the forward rails of the board. Gently push into the flow. You may also ride in a kneeling position.
  - b. Flowboarding: holding the nose of the board, place your flowboard onto the flow of water slick side down. Place your back foot approximately at the tail of the board, and position your front foot above the mid-point of the board. Place your weight primarily on your back foot. Gently push into the flow.
8. Avoid jumping into or entering the Attraction at high speed -- YOU WILL WIPE OUT!
9. Steer your board into the center of the flowing water. You can control your board by gently shifting your weight. Try to keep your board pointed in the direction of the oncoming flow of water. Edge control is the key.
10. Single riding only is permitted. No tandem riders or multi-person riding is allowed.
11. CAUTION! The sheet wave surface is very slippery. DO NOT attempt to walk on it. You may only stand to walk and exit after coming to a complete stop on the dark blue drain grating.
12. Obey the lifeguard at all times.

## **DISCLOSURE AND ASSUMPTION OF RISK**

The Wave Loch FlowRider® is a very aggressive white water attraction which combines elements and skills from a variety of board sports, such as snowboarding, boogie boarding, surfing, skateboarding, and wakeboarding. However, participating in this attraction is quite different from each of these activities; and hence in order to maximize your enjoyment and minimize your risk please read the following.

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 position 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 may be exposed or partially covered by one inch of foam or half inch of vinyl 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.

Since you have chosen to participate you agree and waive any and all claims against HYDROTECH SYSTEMS, LTD.; AQUATIC DEVELOPMENT GROUP, INC.; WAVE LOCH, INC.; WAVE LOCH FEDERATION; WAVE HOUSE; THOMAS J. LOCHTEFELD; FANTASY SURF, LLC; VACATION VILLAS AT FANTASYWORLD TIME-SHARE OWNER'S ASSOCIATION, INC.; FANTASYWORLD CLUB VILLAS HOME OWNERS' ASSOCIATION, INC.; SPM RESORTS, INC.; FANTASYWORLD MANAGEMENT SERVICES, INC.; SUN HOSPITALITY, INC.; WPC II, INC.; and all of their respective affiliated companies, officers, directors, members, agents, and employees, including but not limited to claims for personal injury, death, or property damage, incurred in any way while on the subject premises. Riding this attraction involves certain inherent risks of injury. However, the fact that you are here proves that the benefits of this attraction, for you, outweigh these risks. Although many before you have ridden unscathed, severe injury is possible...HAVE FUN!



**FANTASY SURF, LLC RELEASE OF LIABILITY AND INDEMNITY AGREEMENT (MINOR)**

**NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN**

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF HYDROTECH SYSTEMS, LTD.; AQUATIC DEVELOPMENT GROUP, INC.; WAVE LOCH, INC.; WAVE LOCH FEDERATION; WAVE HOUSE; THOMAS J. LOCHTEFELD; FANTASY SURF, LLC; VACATION VILLAS AT FANTASYWORLD TIME-SHARE OWNER'S ASSOCIATION, INC.; FANTASYWORLD CLUB VILLAS HOME OWNERS' ASSOCIATION, INC.; SPM RESORTS, INC.; FANTASYWORLD MANAGEMENT SERVICES, INC.; SUN HOSPITALITY, INC.; WPC II, INC.; AND ALL OF THEIR RESPECTIVE AFFILIATED COMPANIES AND THEIR OFFICERS, DIRECTORS, MEMBERS, AGENTS, AND EMPLOYEES (HEREINAFTER COLLECTIVELY THE "RELEASEES") USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASEES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE RELEASEES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

**CHILD/WARD'S INFORMATION (PARTICIPANT):**

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
First Name (please print) Last Name (please print) Gender (M/F) Date of Birth (month/day/year)

\_\_\_\_\_  
Address (number) (street) (apartment) (city) (state/province) (zip/post code) (country)

\_\_\_\_\_  
Telephone Number (mobile) (home) E-Mail Address

**PARENT/GUARDIAN'S INFORMATION:**

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
First Name (please print) Last Name (please print) Date of Birth (month/day/year)

**TO BE FILLED OUT BY FANTASY SURF STAFF:** Identification Provided (include type, nation, state/province, and identification number)

\_\_\_\_\_  
Address (number) (street) (apartment) (city) (state/province) (zip/post code) (country)

\_\_\_\_\_  
Telephone Number (mobile) (home) E-Mail Address

\_\_\_\_\_  
Name of Hotel/Resort where you are staying (if applicable) (room/unit number) (telephone number)

\_\_\_\_\_  
Relationship to Participant

**EMERGENCY CONTACT (IF OTHER THAN PARENT/GUARDIAN):**

\_\_\_\_\_  
Emergency Contact (last name, first name) (relationship to participant) Telephone Number (mobile) (home) (work)

I, the undersigned Parent/Guardian, on behalf of myself and my child/ward, 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 the participation of my child/ward in the simulated sheet wave surfing attraction known as the FlowRider® located at 5151 Kyngs Heath Road, Kissimmee, FL, 34746 (hereinafter the "SITE") no matter how such injuries or damages may occur.

**I UNDERSTAND AND ACKNOWLEDGE THAT SHEET WAVE RIDING ACTIVITIES HAVE INHERENT DANGERS THAT NO AMOUNT OF CARE, CAUTION, INSTRUCTION, OR EXPERTISE CAN ELIMINATE, AND I AND MY CHILD/WARD EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF PERSONAL INJURY OR DEATH, WHETHER FORSEEABLE OR NOT, SUSTAINED IN CONNECTION WITH PARTICIPATING ON OR AROUND THE WAVE LOCH FLOWRIDER®.**

Moreover, the fact that I and my child/ward are here proves that the benefits provided by the FlowRider® for me and my child/ward outweigh the described risks. In consideration of the benefits received, I and my child/ward, further agree, and hereby forever release and discharge the RELEASEES from any and all liabilities, claims, demands, or causes of action, present or future, known or unknown, that I, my child/ward, or our heirs may hereafter have at any time for injuries, damages or death. Furthermore, under no circumstances will I, my child/ward, nor any of our heirs, guardians, legal representatives and assigns present or future bring any claim for personal injury, property damage, or wrongful death against the RELEASEES or any officer, director, member, agent, servant or employee of the RELEASEES, based upon the RELEASEES' ordinary and/or gross negligent acts or omissions. Such waiver and release includes, but is not limited to those claims arising from: 1) exercise or use of the Attraction, flowboards, or adjacent facilities; 2) patent, latent, or hidden defective conditions in the Attraction, flowboards, or premises; 3) improper or inadequate instruction or supervision; 4) medical treatment rendered, or failed to be rendered by the RELEASEES; 5) incidents in wet areas, such as Attraction surfaces, decks, matting, grating, or concrete; 6) equipment breaking or malfunctioning; 7) incidents in the parking facilities or common areas of the SITE; 8) and any negligence, passive or active, on the part of RELEASEES. I and my child/ward further confirm that no sale, lease or bailment of a product is being created, and that RELEASEES are providing recreational services. I agree that I am not relying on the RELEASEES to have arranged for, or carry, any insurance for me or my child/ward and that I am solely responsible for obtaining any life, travel, accident, property, medical, or other insurance at my own expense. I certify that I and my child/ward are physically fit and skilled enough to participate in flowriding activity and that I have inspected the facilities and equipment at the SITE. I authorize any emergency first aid or medical treatment, at my cost, deemed necessary by the RELEASEES for myself and/or my child/ward if I am unable to act on my own or my child/ward's behalf. I acknowledge the RELEASEES have no duty, obligation, or liability arising from the provision of, or failure to provide, medical treatment.

**ACCORDINGLY, I AND MY CHILD/WARD, WAIVE AND RELEASE RELEASEES FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION THAT HAVE IN CONNECTION WITH THE FLOWRIDER®, ITS FLOWBOARDS, OR ASSOCIATED USE. I FURTHER AGREE TO DEFEND AND INDEMNIFY (INCLUDING ATTORNEYS FEES) THE 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 FLOWRIDER®, ITS FLOWBOARDS, OR ASSOCIATED USE BY ME OR MY CHILD/WARD.**

I and my child/ward also hereby agree to a blanket release of all rights related to audio and photographic images that may arise out of 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 and Indemnity Agreement shall be construed and enforced in accordance with the laws of the State of Florida, and any action at law, suit in equity, or other proceeding arising in connection with this Agreement or participation on the FlowRider®, shall be instituted only in the courts of the State of Florida with venue in Osceola County, Kissimmee, Florida. In case any provision in this Agreement shall be declared invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability. **I WAIVE THE RIGHT TO TRIAL BY JURY.**

I, the undersigned, declare that I am the parent of, or the legal guardian of, the above named child/ward, and have the capacity to execute documents on behalf of such child/ward. I understand that as a condition to participate in sheet wave surfing on the FlowRider®, the parent or guardian of the child/ward must sign this Agreement. I am signing this Agreement 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 child/ward, or did not have the legal capacity to execute this Agreement on behalf of said child/ward, then I agree to defend and indemnify the RELEASEES and each of their lessors, parent companies, subsidiaries, related companies and business concerns, past and present, and each of them, as well as each of their partners, trustees, directors, officers, members, intellectual property holders, agents, attorneys, servants and employees, past and present, and each of them, 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, the child/ward's participation in sheet wave surfing, the FlowRider®, or the related facilities and equipment at the SITE. I understand that this indemnity provision is in addition to (and not in lieu of) any other indemnity provision found in this Agreement.

**I HAVE READ THIS RELEASE AND INDEMNITY AGREEMENT COMPLETELY AND CAREFULLY, INCLUDING THE NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN SET FORTH ON THE PREVIOUS PAGE. I AM AWARE THAT THIS AGREEMENT IS LEGALLY BINDING AND THAT I AM RELEASING MY OWN AND MY CHILD/WARD'S LEGAL RIGHTS BY SIGNING BELOW:**

Parent/Guardian Signature: \_\_\_\_\_ Date(mm/dd/yyyy): \_\_\_\_/\_\_\_\_/\_\_\_\_