



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 **Surf Style 311 Gulf Ave, Clearwater Beach, FL 33767** no matter how such injuries or damages may occur.

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I UNDERSTAND AND ACKNOWLEDGE THAT FLOWBOARD RIDING ACTIVITIES HAVE INHERENT DANGERS 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 IN FLOWRIDER.

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Accordingly, under no circumstance will I nor any of my heirs, distributees, guardians, legal representatives and assigns present or bring any claim for personal injury, property damage, or wrongful death against: WAVE LOCH, INC., THOMAS J. LOCKTEFELD and Surf Style; and any of their subsidiary companies (hereinafter "RELEASEES") or any officer, director, member, agent, servant or employee of RELEASEES based upon RELEASEES negligent acts or omissions.

Initials

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*BY THIS RELEASE OF LIABILITY I intend to release the RELEASEES FROM ANY AND ALL LIABILITY to the undersigned, his personal representatives, assigns, heirs, and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the RELEASEES or otherwise.*

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

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EACH OF THE UNDERSIGNED further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This RELEASE OF LIABILITY SHALL APPLY FOR THE ONE YEAR PERIOD.

Initials

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In the event that it is determined that I am not the parent or legal guardian of the minor, or I did not have the legal capacity to execute this Release of Liability and related documents on behalf of said minor, the I agree to defend and indemnify RELEASEES, and all of their respective 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 the minor's participation.

Initials

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THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OR LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

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I, individually, and/or on behalf of the minor participant listed below hereby agree to a blanket event release of all rights related to my audio, photographic and video image that may arise out of my participation in activities on or around the WAVE LOCH FlowRider® water attraction. I understand that this event release includes any and all marketing, promotion, social media or advertising specific to any event that may occur anywhere and anytime on any media as later used by Surf Style, or Wave Loch, Inc., or any of their representatives or assigns.

Initials

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I AM AWARE THAT THIS RELEASE IS LEGALLY BINDING AND THAT I AM RELEASING MY LEGAL RIGHTS BY SIGNING BELOW.

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

Participant's Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Participant's E-mail Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Date Of Birth: \_\_\_\_\_

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

(If Participant is a Minor) Legal Guardian's Name: (Please Print) \_\_\_\_\_

Relationship to the Minor: \_\_\_\_\_

Legal Guardian's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Legal Guardian's Driver's License Number: \_\_\_\_\_

Riders younger than 16 years of age must have the liability release form by a parent or legal guardian.