



## RELEASE AND WAIVER FOR FLOWRIDER SURF MACHINE

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 Surf Style, 311 S. Gulf view Blvd, Clearwater Beach, FL 33767 no matter how such injuries or damages may occur.

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 foreseeable or not, sustained in connection with participating in Flowrider.

Accordingly, under no circumstance will I nor any of my heirs, distributives, guardians, legal representatives and assigns present or bring any claim for personal injury, property damage, or wrongful death against: Surf Style Retail Management, Inc., Lom, Inc., Wave Loch, Inc., and Thomas J. Locktefeld; and any of their subsidiary companies or any officer, director, member, agent, servant or employee of said entities (collectively, "releasees"), based upon releasees' negligent acts or omissions.

By this release of liability, I intend to release the releasees from any and all liability to the undersigned, his/her 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.

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, Florida.

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 laws 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 any occurrence on the Flowrider for a period of one year from the effective date hereof.

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.

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 and photographic 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 or advertising specific to any event that may occur anywhere and anytime on any media as later used by Surf Style Retail Management, Inc., or Wave Loch, Inc., or any of their representatives or assigns.

I am aware that this release is legally binding and that I am releasing my legal rights by signing below.

IF THE PARTICIPANT IS UNDER 18 YEARS OLD, A PARENT OR LEGAL GUARDIAN MUST REVIEW THE FOLLOWING AND SIGN THE NEXT PAGE 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 SURF STYLE RETAIL MANAGEMENT, INC. LOM, INC. WAVE LOCH, INC., AND THOMAS J. LOCKTEFELD; AND ANY OF THEIR SUBSIDIARY COMPANIES OR ANY OFFICER, DIRECTOR, MEMBER, AGENT, SERVANT OR EMPLOYEE OF SAID ENTITIES (COLLECTIVELY, "RELEASEES") USES 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 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 RELEASEES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

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, 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.

#### Term of Agreement

I understand that this agreement extends for a period of one year from the date signed and will have full force and legal effect each and every time I or my child(ren) visit the Flow Rider.

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: \_\_\_\_\_