

Participant Agreement, Release, and Assumption of Risk

In consideration of the services of Island Water Sports LLC, doing business as Island Aqua Park, their agent, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "IWS"), I hereby agree to release, indemnify, and discharge IWS, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in the waterpark, slides, pools, walking on the floating docks, activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death or damage to myself, to property, or to third parties. I understand that such risks simply can not be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: the possibility of rough terrain, slips and falls; passengers can be jolted, jarred, bounced, thrown about and otherwise shaken during rides or from just standing on the floating docks; collision with fixed or movable objects, vehicles, or other watercraft; equipment capsize and entrapment; accidental drowning; inflatables are slippery when wet and accidents can occur getting in or out; the forces of nature including extremes of weather, lightning and rapid weather changes, exposure to sun, strong wind, cold, large waves, eddies and whirlpools, tidal conditions, surf and currents; exposure to temperature and weather extremes which could cause cold water shock, hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration, exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; aggressive and/or poisonous marine life; musculoskeletal injuries including head, neck, and back injuries; wrist, arm, or shoulder injuries; equipment failure and/or operator error; the negligence of other visitors, participants, or other persons who may be present; improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity; transmissible pathogen or disease; traveling to and from activity locations raises the possibility of any manner of transportation accidents; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered.

Furthermore, IWS personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. Additionally, I agree to wear a U.S. Coast Guard approved personal floatation device (life jacket) and wetsuit bottom (or clothing that provides equivalent protection) while participating in this activity.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless IWS from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of IWS's equipment or facilities, **including any such claims which allege negligent acts or omissions of IWS.**

4. Should IWS or anyone acting on their behalf, be required to incur lawyer's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk or any medical or physical condition I may have.

6. In the event that I file a lawsuit against IWS, I agree to do so solely in the state of New Jersey, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against IWS on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at IWS. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.

Print name _____ Phone Number _____

Address _____ City _____ State _____

Zip _____ Email _____

Signature of Participant _____ Date _____

Parent's or Guardian's Additional Indemnification (Must be completed for participants under the age of 18)

In consideration of the following minor(s) (clearly print minor or minors' names being permitted by IWS to participate in it's activities and to use it's equipment and facilities.)

_____ Age _____

_____ Age _____

_____ Age _____

_____ Age _____

_____ Age _____

_____ Age _____

_____ Age _____

_____ Age _____

_____ Age _____

_____ Age _____

I further agree to indemnify and hold harmless IWS from any and all claims which are brought by, or on behalf of minor(s), and which are in any way connected to such use or participation by minor(s).

Parent or Guardian Signature _____

Print Name _____ Date _____