

# GUEST RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

**Please read this entire document carefully. It affects your legal rights.**

This Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement (this "Waiver") is a **legally binding** express statement of **assumption of risk** and a **release and waiver of liability** and **indemnity** agreement. Please read this Waiver in its entirety prior to accepting its terms.

By accepting this Waiver, you represent and warrant that you are either over 18 years old or are the legal guardian of the Guest who is under the age of 18 who has signed this Waiver below ("**Minor Guest**") and may grant this waiver on his or her behalf.

In consideration of my or the Minor Guest's being permitted to use the facilities at Z Fun Factory and/or Waylon's Water World (the "**Facilities**"), I agree to the following terms and conditions on my own behalf and the Minor Guest's behalf, as applicable:

1. I acknowledge, represent and warrant that (a) I have no physical limitations, conditions or disabilities of any kind whatsoever that would inhibit me from using the Facilities and (b) I am not under the influence of alcohol or any drugs. If I am taking prescribed medication, I acknowledge, represent and warrant that I have seen a physician and have that physician's approval to use the Facilities while under the influence of such medication.
2. I agree to follow all rules, procedures and instructions discussed with or provided to me by Water Park of America and/or its owners, employees, or volunteers, including all such rules, procedures and instructions about my safety and the safety of others.
3. I hereby **forever release, waive, hold harmless, and discharge** (a) NAMCO USA INC. d/b/a Z Fun Factory and Waylon's Water World (hereinafter collectively "**NUSA**"); (b) any other guest, visitor or person present or using the Facilities or equipment of NUSA; (c) any designers, manufacturers or installers of the Facilities or equipment of WPOA and any subsidiary companies; and (d) plus each of their respective parents, subsidiaries, affiliates, related companies, predecessors, successors, current and former agents, partners, officers, members, managers, directors, insurers, attorneys, employees, volunteers, representatives, and assigns (collectively, the "**Releasees**") **from any and all claims, demands, suits, causes of action and liabilities** (together "**Claims**") arising from or relating to my use of the Facilities or NUSA equipment or in connection with any activities sponsored by NUSA, whether or not such activities take place outside of any premises owned or operated by NUSA, whether such Claims are known or unknown to me at the time of my use of the Facilities, and **including, without limitation, any such Claims resulting from passive or active ordinary negligence of the Releasees or from some other cause**. I intend this release to apply to Claims for damages of any and all kinds, including without limitation personal, bodily or mental injury, death, economic loss, or property damage to me or my spouse, child, guest, or relative.
4. I understand that the Facilities are **inherently dangerous** and that **I could be risking serious injury or death, by using the Facilities** and that my use of the Facilities is entirely voluntary. I know, understand, and appreciate these and all other risks that are inherent in my use of the facilities and I hereby personally **assume all such risks, whether foreseeable or unforeseeable, and known or unknown**.
5. I hereby agree to **fully indemnify and hold harmless** the Releasees from any and all Claims, and any and all costs, losses, expenses, and damages, including all reasonable attorney's fees and costs, incurred, brought, or threatened against the Releasees in connection with my use of the Facilities.
6. I hereby agree **not to sue or institute any Claim** against the Releasees in connection with my use of the Facilities or any matters released or rights waived in this Waiver.
7. I agree that this Waiver is intended to be as broad and inclusive as permitted by the laws of the state of Arizona. I agree that if any clause or provision of this Waiver shall be held invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Waiver, which shall continue to be enforceable and **the parties specifically direct any such court to amend or revise this agreement so that the intention of the parties to eliminate or reduce the liability of the Releasees is realized to the extent legally permissible**.
8. I understand that the Releasees do not carry or maintain health, medical, or disability insurance coverage for me. Further, I hereby affirm that I carry and maintain medical insurance for my own benefit.
9. I agree that this document shall be construed and enforced in accordance with the laws of the state of Arizona. Any action at law, suit in equity, or other jurisdictional proceeding arising in connection with this document shall be instituted only in the **courts of Yuma County, Arizona**.
10. **I HAVE READ THIS WAIVER COMPLETELY, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THIS WAIVER FREELY AND VOLUNTARILY, AND INTEND MY ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.** I understand that the Releasees are relying on this Waiver, and I agree to be legally bound by this Waiver. This Waiver shall be binding upon my spouse, children, heirs, personal representatives, successors and assigns. In entering this agreement, I am not relying upon any oral or written representations regarding the substance of this Waiver made by NUSA other than what is set forth in this Waiver.

x _____ Guest's Printed Name	x _____ Guest's Signature	x _____ Date
x _____ Minor's Name	x _____ Minor's Name	x _____ Minor's Name
x _____ Minor's Name	x _____ Minor's Name	x _____ Minor's Name
x _____ Legal Guardian of Minor Guests' Signature	x _____ Legal Guardian of Minor Guests' Printed Name	
x _____ Address		x _____ Phone Number