

WaveLoch "FlowRider" Disclosure Statement & Application To Ride

Last Name		First Name		Middle Initial
Street Address			Group Name (if none leave blank)	
City		State	Zip	Code
Email Address			Birthday (see below if under 18)	
Drivers License/ Identification Card Number		State	Exp	Expiration Date
Emergency Contact Name			Emergency Phone Number	

The WaveLoch FlowRider is a very aggressive white water attraction. You may unavoidably achieve body positions that result in personal injury during your participation in WAVE LOCH 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 positions which exceed your skill level (and which may occur irrespective of your skill level). For instance, you may sustain injury as a result of striking surrounding ride elements, e.g., ride bottom, entry slide, 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 sub-surface that is covered by one inch of foam or ½ inch of vinyl tube matting. After this initial dump you may subsequently collide into a padded retaining wall that lies directly in the path of water flow. This is risky. And although many before you have ridden unscathed, severe injury is possible.

BY SIGNING BELOW YOU ARE ACKNOWLEDGING THAT YOU HAVE READ AND UNDERSTOOD THAT THE FOREGOING RISKS ARE AMONG THE RISKS YOU WILL BE EXPOSED TO WHEN RIDING THE FLOWRIDER.

Participant Signature: _____ Date: _____

Legal Guardian Signature: (if participant is under 18) _____ Date: _____

RELEASE OF LIABILITY

I, the undersigned, hereby voluntarily release, discharge, waive and relinquish any and all claims or cause 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 FlowRider located at the Salomon Center, 2261 Kiesel, Ogden, Utah; 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 FORSEEABLE OR NOT, SUSTAINED IN CONNECTION WITH PARTICIPATION ON FLOWRIDER.

Accordingly, under no circumstances 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: Total Fitness Center Inc, DBA FlowRider, and any or their subsidiary companies (hereinafter "RELEASEES") or any officer, director, member, agent, servant or employee of RELEASEES based upon RELEASEES negligent acts or omissions.

I, individually, and/or on behalf of the minor participant listed below, also 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 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 RELEASEES or any of their representatives or assigns.

The RELEASE shall be construed and enforced in accordance with the laws of the State of Utah. Any action at law, suit in equity, or other jurisdictional proceeding arising in connection with this Agreement or my participation on the FlowRider, shall be instituted only in the courts of Weber County, Utah.

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 Signature: _____ Date: _____

Legal Guardian Signature: (If participant is a minor) _____ Date: _____