



FIO Family Amusements, LLC d.b.a.
Splash-n-Dash Aqua Park

RELEASE OF LIABILITY

In consideration of being allowed to use the facilities and participate in the Sports Park and other activities provided by FIO Family Amusements, LLC, d.b.a. Splash-n-Dash Aqua Park ("SPLASH-N-DASH"), the Participant and/or the Participant's parent or legal guardian if the Participant is a minor, do hereby agree as follows:

I, the undersigned Participant, am using SPLASH-N-DASH equipment and participating in SPLASH-N-DASH activities, including, but not limited to, the Wibit Sports Park, Corcl Boats and other activities (collectively, the "Activities"), at my own risk. **I understand and acknowledge that there are inherent risks involved with the Activities, including, but not limited to, bruises, scrapes, lacerations, burns, sprains, fractured or broken bones, as well as other head/brain, face, neck, back/spine injuries, up to and including drowning and death. I am also aware that using or participating in the Activities requires physical exertion and such exertion on the body may reinjure or aggravate pre-existing physical injuries, conditions, or congenital defects. I voluntarily assume these risks by signing below and participating in the Activities.**

IN CONSIDERATION OF THE FEE PAID BY ME, AND IN FULL RECOGNITION OF THE INHERENT RISKS INVOLVED WITH THE ACTIVITIES, WHICH RISKS I VOLUNTARILY ASSUME, I HEREBY INDEMNIFY, HOLD HARMLESS AND RELEASE SPLASH-N-DASH, ITS MEMBERS, AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, OWNERS AND/OR OPERATORS (COLLECTIVELY, "SPLASH-N-DASH STAFF"), FROM ALL INJURIES, DAMAGES, CLAIMS, DEMANDS, AND/OR CAUSES OF ACTION (COLLECTIVELY, "CLAIMS"), FOR ANY LOSS, DAMAGE, OR INJURY, INCLUDING DROWNING AND DEATH, WHETHER SUSTAINED BY MYSELF, A MEMBER OF MY FAMILY OR MY PROPERTY HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, FAULT OR NEGLIGENCE (EXCEPT GROSS NEGLIGENCE, WILLFUL/WANTON OR INTENTIONAL CONDUCT, OR ILLEGAL ACTS) BY SPLASH-N-DASH AND/OR SPLASH-N-DASH STAFF IN CONNECTION, DIRECTLY OR INDIRECTLY, WITH THE ACTIVITIES. THIS RELEASE SHALL EXTEND TO THE MERCED IRRIGATION DISTRICT, AND ITS MEMBERS, AGENTS, BOARD OF DIRECTORS, EMPLOYEES AND STAFF, AND OFFICERS (COLLECTIVELY, MID). THIS RELEASE SHALL BE BINDING UPON ME, MY HEIRS, EXECUTORS, ADMINISTRATORS, AND/OR ASSIGNS.

I further agree that I am personally liable and responsible for paying SPLASH-N-DASH for any and all damage to SPLASH-N-DASH property that I may cause, whether caused negligently, recklessly or intentionally, while using or participating in the Activities, including, but not limited to, damage to any SPLASH-N-DASH equipment or other SPLASH-N-DASH property, any loss of SPLASH-N-DASH equipment or loss of use of equipment, any claims for diminution in value of any SPLASH-N-DASH equipment, and/or the cost of repair or replacing any SPLASH-N-DASH equipment. I authorize SPLASH-N-DASH, at SPLASH-N-DASH'S discretion, to bill any such charges or costs directly to my credit card or to my account without further notice to me.

I understand and acknowledge that SPLASH-N-DASH and the Activities are self-guided, and that I am required to attend a mandatory safety rules briefing prior to using or participating in any of the Activities. I understand that SPLASH-N-DASH Staff are available to answer any questions I may have regarding SPLASH-N-DASH equipment and/or proper use of such equipment.

I further understand and acknowledge that I am required to wear a Coast Guard approved lifejacket at all times while using or participating in the Activities. If I am unwilling or unable to follow the safety rules or wear a lifejacket while using or participating in the Activities, I understand and acknowledge that SPLASH-N-DASH, at SPLASH-N-DASH'S discretion, may immediately restrict my use of or participation in the Activities and/or require

me to leave the SPLASH-N-DASH premises. I acknowledge that once I have completed the safety rules briefing, no refunds will be made for SPLASH-N-DASH or the Activities.

This Release shall be governed by the laws of the State of California. I agree that any Claims I may bring against SPLASH-N-DASH shall be submitted to the jurisdiction of the courts of Mariposa County, California and that no Claims against SPLASH-N-DASH shall be brought in any other jurisdiction. I also agree that if any part of this Release is deemed unenforceable, all remaining parts shall remain in full force and effect. I agree that SPLASH-N-DASH has made no warranties, expressed or implied, to me beyond those, if any, contained in this Release.

I, THE UNDERSIGNED PARTICIPANT, HAVE READ AND UNDERSTAND THIS RELEASE OF LIABILITY. I UNDERSTAND THAT BY SIGNING THIS RELEASE AND USING OR PARTICIPATING IN THE ACTIVITIES THAT I HAVE WAIVED AND SURRENDERED CERTAIN LEGAL RIGHTS. I HAVE SIGNED THIS AGREEMENT VOLUNTARILY.

Signature of Participant: _____ Date: _____

Printed Name of Participant: _____

IF PARTICIPANT IS A MINOR (Under 18): Parent or Guardian must **ALSO** sign.

Parent/Guardian Signature: _____ Date: _____

Participant Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Email: _____

RULES AND REGULATIONS

All participants who visit SPLASH-N-DASH must use common sense at our facility and encountering the features that we have provided for you enjoyment. If a participant has any questions, they should let the SPLASH-N-DASH staff know right away. In addition, all persons must follow these rules when at SPLASH-N-DASH

- Each guest or an authorized guardian for children under 18 years of age must complete a SPLASH-N-DASH Release of Liability form before starting the course
- Guests must wear a USCG Personal Flotation Device (PFD) and keep it buckled and zipped at all time
- Sharp objects (such as jewelry, hair pins, etc.) or other dangerous materials are not permitted
- Tobacco and alcohol are not permitted anywhere in the park.
- No refunds will be granted.
- Anyone who appears to be under the influence of drugs or alcohol may not participate in the SPLASH-N-DASH
- Pregnant women are prohibited from going on the SPLASH-N-DASH course
- The Host reserves the right to remove anyone who disregards the safety rules. There will be no refunds if such action is required.
- FIO Family Amusements, LLC reserves the right to close SPLASH-N-DASH without refund at any time due to inclement weather deemed unsafe for guests
- Cell phones are prohibited on the SPLASH-N-DASH. Please make appropriate arrangements for these and other personal items before entering the course. The Host may not be held responsible for lost or damaged personal items. Absolutely no one is allowed to dive under the SPLASH-N-DASH to retrieve a lost item.
- **Failure to abide by posted SPLASH-N-DASH rules may result in revoked privileges to participate**