

# WAIVER AND RELEASE OF LIABILITY

PLEASE READ THIS DOCUMENT CAREFULLY IN ITS ENTIRETY BEFORE SIGNING.

**THIS IS A WAIVER OF CERTAIN LEGAL RIGHTS AND A RELEASE OF LIABILITY.**

Jorbasa, LLC d/b/a Aqua X Zone (“**AQUA X ZONE**”) operates a water sports park in a deep area of water consisting of an inflatable, above water, modular equipment for adults and children over the age of 6 and in excess of 48” tall. I understand that my participation, as well as the participation of any child(ren) specified below (the adult is hereinafter referred to as the “**Participant**” and child(ren) listed below are collectively referred to as the “**Participants**”), on AQUA X ZONE’S water park involves **RISKS, DANGERS AND HAZARDS, INCLUDING, WITHOUT LIMITATION, INJURIES OR DEATH ASSOCIATED WITH COLLISIONS, ENTANGLEMENTS OR FALLS INTO OR WITH OTHER PEOPLE OR EQUIPMENT, ABOVE OR BELOW THE WATER, AT THE WATER SPORTS PARK. I UNDERSTAND AND ACKNOWLEDGE THAT AQUA X ZONE IS A WATER PARK AND THAT THERE IS A RISK OF BEING SUBMERGED UNDER THE WATER AND BECOMING SEVERELY INJURED OR EVEN DYING.** I know that the risk of **SEVERE INJURY** and even **DEATH** could occur to the Participants. I also understand that supervision by AQUA X ZONE, its managers, members, employees, agents and representatives (hereinafter, the “**Released Parties**”) does not and cannot guarantee my safety. While the following parties are not in any way involved in the training or operation of AQUA X ZONE, the State of Utah, the Utah Board of Reclamation and the Central Utah Water Conservancy District are hereby included as Released Parties as defined in the foregoing sentence and Participant’s signature below shall operate as a full and complete waiver and release of all such parties, including the aforementioned Released Parties.

With full knowledge and understanding of the **RISK OF SEVERE INJURY AND DEATH** involved in participation in the activities at AQUA X ZONE, **ON BEHALF OF MYSELF AND ANY MINOR CHILD(REN) SPECIFIED BELOW, I FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME THE RISK THAT EITHER I OR THE CHILD(REN) LISTED BELOW MAY SUFFER TEMPORARY, PERMANENT OR EVEN FATAL INJURIES** while participating in the water sport activities, even if I follow the instructions or recommendations of AQUA X ZONE.

In consideration of AQUA X ZONE’s permitting the Participants access to the water sports park and the activities, and in spite of the risk of severe or permanent injury, or even death, the undersigned Participant agrees to comply with and be bound by the following terms at all times:

1. Participants, on behalf of himself/herself and any child(ren) by and through his/her undersigned parent or legal guardian, hereby unconditionally **WAIVES AND RELEASES ANY AND ALL CLAIMS, AND AGREES TO HOLD HARMLESS, DEFEND, AND INDEMNIFY THE RELEASED PARTIES FROM ANY AND ALL CLAIMS**, present or future, to the Participant(s) or his/her property, or to any other person or property, for any loss, damage, expense, or injury (including **DEATH**), suffered by any person from or in connection with participation in the water sports park, due to any cause whatsoever, **INCLUDING NEGLIGENCE OF THE RELEASED PARTIES** and/or breach of express or implied warranty on the part of the Released Parties.
2. Participant(s) hereby **RELIEVES THE RELEASED PARTIES OF AND FROM ANY DUTY TO PROTECT PARTICIPANT AND HIS/HER MINOR CHILD(REN) FROM HARM** in connection with the activities.
3. Participant authorizes AQUA X ZONE to obtain medical care for, or transport him/her to a medical facility or hospital if, in the opinion of AQUA X ZONE, medical attention is required and Participant is unable to make such decisions for himself/herself. Participant agrees to pay all costs associated with such medical care and related transportation and shall **DEFEND, INDEMNIFY AND HOLD HARMLESS** the Released Parties of and from the consequences of such decision and from any such costs incurred relating to the provision of medical care.
4. Participant represents that he/she is the parent of legal guardian of any child(ren) listed below and has the right and ability to sign this Waiver and Release of Liability on his/her of their behalf.

This Agreement shall be construed in accordance with, and governed by the substantive laws of, the State of Utah, without reference to principles governing choice or conflicts of laws. In addition, Participant agrees that all lawsuits for personal injury or related loss arising out of the conduct of the Event must be maintained in state courts sitting in Salt Lake County, Utah or federal district courts sitting in Salt Lake City, Utah, and Participant consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts. In the event any portion of this Waiver and Release of Liability is found to be unenforceable, the remaining terms shall be fully enforceable.

**HAVING CAREFULLY READ THE FOREGOING AND UNDERSTANDING IT TO BE A LEGALLY BINDING WAIVER AND RELEASE OF LIABILITY, PARTICIPANT SIGNIFIES HIS/HER ASSENT TO THE ABOVE TERMS BY SIGNING BELOW. PARTICIPANT:**

Participant’s Printed Name: \_\_\_\_\_ Participant’s Signature: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**IF THE PARTICIPANT IS UNDER THE AGE OF 18 YEARS, PARTICIPANT’S PARENT/LEGAL GUARDIAN MUST IDENTIFY EACH CHILD FOR WHOM HE/SHE IS EXECUTING THIS WAIVER AND RELEASE OF LIABILITY. BY DOING SO, PARENT/LEGAL GUARDIAN AGREES TO RELEASE ALL RIGHTS BELONGING TO HIM/HERSELF AND MINOR CHILD PARTICIPANT PURSUANT TO THE TERMS OF THIS AGREEMENT.**

**PARTICIPANT ACKNOWLEDGES THAT HE/SHE IS THE PARENT/LEGAL GUARDIAN OF THE FOLLOWING PARTICIPANT(S) THAT ARE UNDER 18 YEARS OF AGE AND IS EXECUTING THIS WAIVER AND RELEASE OF LIABILITY ON BEHALF OF EACH PARTICIPANT LISTED BELOW:**

1: \_\_\_\_\_  
Participants Full Name (First and Last)

2: \_\_\_\_\_  
Participants Full Name (First and Last)

3: \_\_\_\_\_  
Participants Full Name (First and Last)

4: \_\_\_\_\_  
Participants Full Name (First and Last)