

SURF SHACK RELEASE OF LIABILITY

MASTER PARTICIPANT AGREEMENT, RELEASE OF LIABILITY, ASSUMPTION OF RISK,
AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY — THIS IS A LEGAL DOCUMENT AFFECTING YOUR RIGHTS

This Participant Agreement, Release of Liability, Assumption of Risk, and Indemnity Agreement (“Agreement”) is entered into by the undersigned participant (“Participant”), or Participant’s parent or legal guardian if Participant is a minor, and Surf Shack LLC, a Colorado limited liability company, including its owners, officers, directors, managers, employees, instructors, volunteers, agents, contractors, landlords, affiliates, and insurers (collectively, the “Released Parties”).

1. PARTICIPANT INFORMATION

Full Legal Name: _____

Date of Birth: _____

Age: _____

Street Address: _____

City/State/Zip: _____

Email: _____

Telephone: _____

Emergency Contact Name: _____

Emergency Contact Telephone: _____

If Participant is under 18 years of age:

Minor’s Name: _____

Parent/Legal Guardian Name: _____

Relationship to Minor: _____

2. ACTIVITIES AND FACILITIES COVERED

This Agreement applies to all activities and use of facilities operated by Surf Shack, including but not limited to:

- FlowRider® sheet wave attraction
 - Bodyboarding and stand-up flowboarding
 - Volleyball court
 - Sauna
 - Hot tub / spa
 - Locker rooms, walkways, spectator areas, decks, and common areas
 - All events, instruction, rentals, and recreational activities conducted on the premises
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3. FLOWRIDER HEIGHT AND AGE REQUIREMENTS

Participant acknowledges and agrees to the following FlowRider requirements:

- Minimum height of 42 inches to bodyboard
- Minimum height of 48 inches to stand-up flowboard
- Participant must follow all FlowRider rules and staff instructions at all times

Surf Shack reserves the right to deny or revoke participation for safety or rule violations without refund.

4. VOLLEYBALL COURT PARTICIPATION & ASSUMPTION OF RISK

Participant acknowledges, understands, and agrees that participation in volleyball and use of the volleyball court(s) involves inherent and non-inherent risks, including risks arising from the actions of other participants, environmental conditions, equipment, and the negligence of the Released Parties, to the fullest extent permitted by Colorado law.

4.1 Volleyball-Related Risks Include, but Are Not Limited To:

- Slips, trips, and falls on sand, turf, or surrounding surfaces
- Sprains, strains, torn ligaments, and muscle injuries
- Broken bones, dislocations, and impact injuries
- Collision with other players, spectators, or staff
- Contact with the net, poles, boundary lines, or other equipment
- Overexertion, dehydration, or heat-related illness
- Cuts, abrasions, or bruising

Participant understands that volleyball is a physical, fast-moving sport and that injuries may occur even when rules are followed and reasonable care is exercised.

4.2 Rules, Conduct, and Supervision

- Participant agrees to follow all posted volleyball court rules and staff instructions at all times.
- Aggressive, reckless, or unsafe play is prohibited.

- Surf Shack does not provide individualized coaching, refereeing, or constant supervision for volleyball activities.
- Participants are responsible for monitoring their own physical condition and limitations.

4.3 Footwear, Attire, and Environment

- Participant acknowledges that volleyball may be played barefoot or with footwear depending on court type and posted rules.
- Sand, turf, and surrounding areas may be uneven, wet, or slippery.
- Participant accepts responsibility for choosing appropriate attire and footwear.

4.4 Alcohol and Volleyball Participation

- Alcohol consumption may impair coordination, reaction time, and judgment.
- Surf Shack reserves the right to deny or revoke volleyball participation to any individual who appears intoxicated or impaired.
- Alcohol is prohibited on the court surface.

4.5 Assumption of Risk and Responsibility

Participant knowingly and voluntarily assumes all risks associated with volleyball participation and agrees that Surf Shack is not responsible for injuries caused by the actions of other participants, environmental conditions, or Participant's own conduct.

For minor participants, the parent or legal guardian acknowledges and assumes all risks on behalf of the minor and accepts full responsibility for supervision and conduct.

4.6 Right to Enforce and Remove

Surf Shack reserves the right to restrict access, enforce rules, or remove any participant from the volleyball court for safety, behavioral, or operational reasons without refund.

5. SAUNA AND HOT TUB AGE AND SUPERVISION POLICIES

Participant acknowledges, understands, and agrees to the following sauna and hot tub policies, which are strictly enforced for health and safety reasons:

5.1 Sauna Use

- Sauna use is restricted to participants age thirteen (13) years and older.
- Participants under the age of thirteen (13) are not permitted to enter or use the sauna under any circumstances.
- Sauna use involves exposure to elevated temperatures and humidity that may increase the risk of heat-related illness, dehydration, dizziness, fainting, burns, or other serious injury.
- Participant affirms that they are physically and medically capable of using the sauna and are not suffering from any condition that would make sauna use unsafe, including but not limited to pregnancy, heart conditions, blood pressure issues, or the use of medications affected by heat.
- Alcohol is strictly prohibited in the sauna, and participants who appear intoxicated or impaired will be denied access or removed immediately.
- Participants agree to follow all posted time limits, capacity limits, attire requirements, and staff instructions.

5.2 Hot Tub / Spa Use

- Participants thirteen (13) years of age and under must be directly and continuously supervised by a parent or legal guardian while using the hot tub.
- “Direct supervision” means the parent or legal guardian must remain present, attentive, and within immediate visual and physical proximity to the minor at all times.
- Surf Shack does not provide lifeguard services or individualized supervision for hot tub use.

- Hot tub use may involve risks including, but not limited to, slipping on wet surfaces, overheating, drowning, bacterial exposure, and physical injury.
- Participants agree to comply with all posted rules, including but not limited to:
 - Maximum occupancy limits
 - Time limits for use
 - Prohibitions on roughhousing, dunking, or breath-holding games
 - Showering before entry
 - No glass containers

5.3 Right to Enforce and Remove

- Surf Shack reserves the right, in its sole discretion, to:
 - Enforce additional safety rules
 - Limit duration of use
 - Restrict access based on capacity, behavior, or safety concerns
 - Deny or revoke participation at any time without refund
- Failure to comply with age restrictions, supervision requirements, or staff instructions may result in immediate removal from the sauna or hot tub area.

5.4 Assumption of Risk

- Participant knowingly and voluntarily assumes all risks associated with sauna and hot tub use, whether known or unknown, foreseeable or unforeseeable, including risks arising from the actions of other participants.
- Parent or legal guardian of a minor participant expressly assumes all risks on behalf of the minor and accepts full responsibility for supervision and safety.

6. ALCOHOL POLICY

Participants acknowledge that alcohol is served on the premises. Participant agrees:

- Alcohol is strictly prohibited in the FlowRider area and sauna
- Intoxicated individuals will be denied access to activities and may be removed from the premises without refund
- Surf Shack reserves the right to refuse service or participation for safety reasons

7. ASSUMPTION OF RISK

Participant understands, acknowledges, and agrees that participation in any activities at Surf Shack and use of all facilities and common areas, including but not limited to the FlowRider®, volleyball courts, sauna, hot tub, locker rooms, showers, restrooms, walkways, stairways, decks, spectator areas, party rooms, dining areas, and all other common or ancillary spaces (collectively, the “Facilities”), involves inherent and non-inherent risks, including risks arising from the negligence of the Released Parties, to the fullest extent permitted by Colorado law.

These risks include, but are not limited to:

- Slips, trips, falls, loss of balance, and drowning
- Wet, uneven, slippery, or crowded surfaces in locker rooms, showers, walkways, decks, and common areas
- Collision with other participants, guests, staff, spectators, or equipment
- Contact with fixed or movable objects, furniture, doors, benches, lockers, railings, or fixtures
- Equipment malfunction, improper maintenance, or misuse

- Heat-related illness, dehydration, dizziness, fainting, burns, or loss of consciousness (including sauna and hot tub use)
- Cuts, abrasions, bruises, sprains, strains, torn ligaments, broken bones, and impact injuries
- Head, neck, spinal, or neurological injuries
- Exposure to bacteria, viruses, fungi, or other illness or disease from water, air, surfaces, locker rooms, showers, or shared facilities
- Emotional distress, shock, anxiety, panic, or psychological injury
- Paralysis, permanent disability, catastrophic injury, or death

Participant understands and acknowledges that these risks may occur in any area of the Facilities, whether or not Participant is actively engaged in an organized activity, and may be caused by the actions or inactions of Participant, other guests, minors, spectators, or staff.

Participant voluntarily and knowingly assumes all risks, whether known or unknown, identified or unidentified, foreseeable or unforeseeable, arising from participation in the Activities or presence within the Facilities, and agrees that the benefits of participation outweigh the risks.

For minor Participants, the parent or legal guardian knowingly assumes all risks on behalf of the minor and accepts full responsibility for the minor's safety and supervision.

8. RELEASE OF LIABILITY (ADULT PARTICIPANTS)

To the fullest extent permitted by Colorado law, Participant releases, waives, discharges, and covenants not to sue the Released Parties from any and all claims, demands, damages, actions, or causes of action arising from participation in the Activities or use of the Facilities, including claims arising from the negligence of the Released Parties.

9. MINOR PARTICIPANTS

Participant acknowledges that Colorado law may limit the enforceability of liability waivers for minors. However, the parent or legal guardian:

- Consents to the minor's participation
 - Assumes all risks on behalf of the minor
 - Agrees to release and indemnify the Released Parties for claims arising from the minor's participation
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10. INDEMNIFICATION

Participant agrees to defend, indemnify, and hold harmless the Released Parties from any and all claims, damages, losses, liabilities, costs, and attorney's fees arising from Participant's actions or the actions of any minor Participant.

11. MEDICAL AUTHORIZATION

Participant authorizes Surf Shack and its agents to obtain emergency medical treatment if deemed necessary and agrees to be financially responsible for all medical expenses incurred. Participant certifies that they are physically and mentally capable of participating in the Activities.

12. RULES, INSTRUCTIONS, AND REMOVAL

Participant agrees to follow all posted rules, signage, and staff instructions. Surf Shack reserves the right to deny or revoke participation for safety or behavioral reasons without refund.

13. PHOTO AND VIDEO RELEASE

Participant grants Surf Shack permission to record and use Participant's name, image, likeness, and voice for marketing, promotional, and commercial purposes in perpetuity without compensation.

14. FLOWRIDER MANUFACTURER WAIVER

Participant acknowledges that participation in FlowRider activities requires execution of the FlowRider Voluntary Acknowledgement of Risks, Release of Liability and Indemnity Agreement attached as Exhibit A. Participant agrees that Exhibit A is a condition of FlowRider participation.

15. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Colorado, without regard to conflict-of-law principles. Any dispute shall be filed exclusively in the appropriate state or federal court located within the State of Colorado.

16. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

17. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Participant and Surf Shack and may not be modified except in writing signed by Surf Shack.

18. ACKNOWLEDGMENT AND SIGNATURE

Participant acknowledges that they have read and understood this Agreement, understand that they are waiving legal rights, and sign voluntarily.

Participant Signature: _____

Printed Name: _____

Date: _____

If Participant is a minor:

Parent/Legal Guardian Signature: _____

Printed Name: _____

Date: _____

EXHIBIT A

FlowRider Voluntary Acknowledgement of Risks, Release of Liability and Indemnity Agreement

First Name

Last Name

Middle Initial

Street Address

City

State

Zip

Email Address

Telephone Number

Birth Date

Age

State Driver's License/ID
Card Number

Issuing State

Expiration Date

Emergency Contact Name

Emergency Contact Telephone

Are you a first-time participant of the FlowRider? (circle one) YES NO

RIDING ON THE FLOWRIDER® IS AN EXTREME SPORT AND HIGH-RISK RECREATIONAL ACTIVITY. SHEET WAVE SURFING ON, OR IN PROXIMITY TO, THE FLOWRIDER MAY RESULT IN **SERIOUS** PHYSICAL OR MENTAL INJURY, SERIOUS INJURY TO HEAD, NECK, BACK, HIPS, ILLNESS OR DISEASE, PARALYSIS OR DEATH.

This document affects your legal rights. By writing your signature below, you acknowledge that a) if you are a first-time participant to the FlowRider, you are required to start by bodyboarding prior to stand-up riding, b) you have read and understood any and all instructions and signage having to do with the FlowRider attraction and c) you have read and understood the disclosure of risks, voluntarily and willingly accept those risks, and agree to be bound by all terms of this Release of Liability and Indemnity Agreement.

My signature acknowledges that I, or the minor for whom I am a legal guardian, (collectively referred to as “I”, “me”, or “my”) have voluntarily chosen to participate in the sheet wave surfing attraction known as the FlowRider or use a BodyBoard or Flowboard (collectively referred to as the “Activities”) and to use the facilities at Surf Shack LLC, including but not limited to the FlowRider (collectively referred to as the “Facilities”).

In consideration of the permission to participate in the Activities and use the Facilities, I hereby acknowledge, agree, promise and covenant on behalf of myself, my heirs, assigns, personal representatives and estate with WHITEWATER WEST INDUSTRIES LTD., FLOWRIDER INC., Surf Shack

LLC each of their lessors, parent companies, subsidiaries, related companies, Thomas J. Lochtefeld, and business concerns, past and present, and each of them, as well as each of their partners, trustees, directors, officers, members, intellectual property holders, agents, attorneys, servants and employees, past and present, and each of them (collectively referred to as "Releasees") as follows:

ACKNOWLEDGEMENTS OF RISKS: I UNDERSTAND AND

ACKNOWLEDGE that the Activities in which I am about to voluntarily engage bear certain known and inherent risks and unanticipated risks that could result in **SERIOUS PHYSICAL OR MENTAL INJURY, SERIOUS INJURY TO HEAD, NECK, BACK, HIPS, ARMS, LEGS, ILLNESS OR DISEASE, PARALYSIS OR DEATH OR OTHER DAMAGE** to me or my property. I understand and acknowledge those risks may result in claims against Releasees. However, I am making an informed choice to voluntarily accept and assume such risks due to the thrills, excitement and benefits of the Activities, and I agree that the benefit of the Activities outweigh the risks, which include but in no way are limited to:

(1) The acts, omissions or negligence in any degree of Releasees, or their agents or employees; (2) the risks inherent in the Activities, including but not limited to any injuries such as a) broken bones, b) dislocations, c) torn ligaments and tendons, d) sprains and strains, e) cuts to the head, body and/or limbs, f) torn nails, and g) bumps and bruises suffered while riding these extreme sporting attractions; (3) latent or apparent defects or conditions of the Activities or the Facilities; (4) improper or inadequate instruction or supervision regarding the Activities or use of the Facilities (5) the behavior of co-participants; (6) accidents or incidents in the Facilities, including but not limited to accidents or incidents in wet areas, such as pool decks, tiled,

concrete or other wet surfaces; and/or (7) first aid, emergency treatment or services rendered or failed to be rendered by Releasees, or their agents or employees.

I UNDERSTAND AND ACKNOWLEDGE that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, **anticipated or unanticipated** may also result in serious injury, paralysis, death, illness, disease, or damage to me or to my property. I FURTHER ACKNOWLEDGE that I am in good physical and mental health, and not suffering from any condition, disease or disablement which would or could potentially affect participation in the Activities or use of the Facilities. Further, I acknowledge that I am not purchasing or leasing the attraction, but rather, am being afforded a non-exclusive right to use the attraction. Additionally, I acknowledge that Releasees are providing recreational services and that I am freely and voluntarily agreeing to be considered an active participant in this Activity.

VOLUNTARY ACCEPTANCE AND ASSUMPTION OF RISK AND

RESPONSIBILITY: I EXPRESSLY AND VOLUNTARILY AGREE, COVENANT AND PROMISE TO ACCEPT AND ASSUME ALL RESPONSIBILITIES, AND RISK FOR INJURY, DEATH, ILLNESS OR DISEASE OR DAMAGE to me or to my property arising from the participation in the Activities or use of the Facilities.

RELEASE AND INDEMNITY: I VOLUNTARILY RELEASE AND FOREVER DISCHARGE AND COVENANT NOT TO SUE Releasees and all other persons or entities affiliated therewith, from any and all liability, claims, demands, actions or rights or action, which are related to, arise out of, or are

in any way connected with my active participation in the Activities or use of the Facilities, **including, but specifically not limited to any and all negligence or fault of Releasees.** I UNDERSTAND THIS IS A RELEASE OF LIABILITY THAT IS VALID FOREVER and will apply to all current and future participation in the Activities or use of the Facilities. I understand that this RELEASE OF LIABILITY will prevent me, my child, my heirs or my estate from bringing any action at law, suit in equity, or other jurisdictional proceeding or making any claim for damages, injury or death in the event of damage, injury or death arising from participation in the Activities or use of the Facilities. I FURTHER AGREE, PROMISE AND COVENANT TO HOLD HARMLESS AND TO INDEMNIFY Releasees, and all other persons or entities from all defense costs, including attorneys' fees, or any other costs incurred in connection with claims for mental or bodily injury, wrongful death or property damage that may be filed by me, my child, my heirs or my estate. Such indemnity and defense obligation shall further extend to any claim, loss or lawsuit which alleges that I negligently or intentionally caused any injury, death or damage to spectators or other third parties in the course of my participation in the Activities.

RELEASE OF ALL RIGHTS RELATED TO MY AUDIO AND

PHOTOGRAPHIC IMAGE: I hereby agree to a blanket release of all rights related to my audio and photographic image that may arise out of my participation in the Activities or use of the Facilities. I understand that this release includes any and all marketing, promotion or advertising that may occur anywhere and anytime on any media as later used by Releasees.

Further, I hereby grant full permission for Releasees, to record any or all of my participation, and my name and likeness in the Activities for photos, motion pictures, TV, radio, Internet, recordings, videotapes, and other media, known or unknown, and to use them in perpetuity, no matter by whom taken or

recorded, in any manner for publicity, promotions, advertising, trade or commercial purposes, without any reimbursement of any kind due to me, or the need to pay me any fee whatsoever. I agree that Releasees will be the exclusive owner of all rights, including but not limited to the copyrights, in and to the recordings and the results and proceeds of my participation hereunder (“Materials”). I agree that the Materials shall constitute a “work made for hire” pursuant to the United States Copyright Act. To the extent any of the Materials are not considered a “work made for hire,” I hereby assign all rights in the Materials to Releasees. Such assignment shall be deemed irrevocable and coupled with an interest. **ENTIRE AGREEMENT, SEVERABILITY AND VENUE:** I understand that this is the entire Agreement between the undersigned and Releasees, and that it cannot be modified or changed in any way by the representations or statements of Releasees or any employee or agent of Releasees, or by the undersigned. I understand and agree that this Agreement is severable and that if any clause is found to be invalid, the balance of the contract will remain in effect and will be valid and enforceable. I agree that any action will be brought in a court in the Province of British Columbia, Canada. Any disputes will be subject to and determined under the laws of the Province of British Columbia.

I have taken the time to read this waiver and I understand its contents. I acknowledge that this document, in it of itself, has provided me the information necessary to understand my rights which I am hereby waiving.

Participant’s Legal Name (please print):

_____ Participant’s

Signature:

_____ Date:

Participant's Legal Name (please print):

_____ Legal

Guardian Name:

____ Legal Guardian Signature:

_____ Date: _____
