

**SPLIT ROCK RESORT  
WATER PARK WAIVER AND LIABILITY RELEASE FORM**

You must read this document (hereinafter the "Liability Waiver") fully and carefully, it affects your legal rights. Agreeing to the terms of this Liability Waiver is a condition to access to all activities and use of the **H2Oooohh! Indoor Water Park at Split Rock Resort** (the "Water Park"). Signing this Liability Waiver signifies that: **(1)** you have read this waiver in its entirety and you agree with all its terms, **(2)** you understand the risks involved in the Activities (defined below) and **(3)** you acknowledge that you are signing it freely and voluntarily.

In consideration of my participation in the Activities (defined below) and intending to be legally bound hereby, I agree as follows:

**1. Risk of Activity.**

1.1 Inherent and Additional Risks. By signing this Liability Waiver, I acknowledge that my participation in the swimming, sporting, recreational activities, and in general any and all activities that take place at the Water Park, involving the use of the facilities, premises and/or equipment, including but not limited to any listed below: locker rooms, surrounding areas and equipment storage facilities (the "Activities") are inherently dangerous, and I fully realize the risk and danger of my participation in the Activities and utilization of the Facilities (defined below). These risks and dangers include the risk and danger of (i) PHYSICAL INJURY AND/OR DEATH; (ii) drowning or losing consciousness while participating in the Activities; (iii) minor injuries, such as scratches, bruises and sprains; (iv) major injuries, such as joint and back injuries, broken bones, dislocated shoulders, heart attacks, concussions, and lack of hydration; (v) catastrophic injuries, such as brain injury and paralysis; (vi) risks including those caused by terrain, facilities, temperature, weather, health condition of participants, use of equipment, vehicular use and traveling to or from an event, actions of other people including other patrons, employees, agents, volunteers, event officials, event monitors and producers of the event.

1.2 Equipment. I will previously inspect all equipment offered for use by the Water Park and will exercise due care with such equipment (the "Equipment") and ask questions to the Water Park's representatives and/or employees if I do not fully understand how to use either the Equipment or the facilities used by Water Park in connection with the Activities (the "Facilities").

**2. Release, Indemnification and Assumption of Risk.**

2.1 Release. I ON BEHALF OF MYSELF, MY SPOUSE, MY CHILDREN, MY HEIRS, ADMINISTRATORS AND ASSIGNS HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASE, FOREVER DISCHARGE, AND WILL NOT SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE WATER PARK, THE SPLIT ROCK RESORT, Split Rock Investments LLC, SCH USA LLC or any of its owners, officers, directors, employees, servants, successors or agents (collectively the "Released Parties") with respect to any and all claims and causes of action of any nature, whether currently known or unknown, that I may have or which could be asserted on my behalf in connection with my or another party's participation in the Activities (including use of the Equipment and the Facilities), including: (i) claims for any loss, damage, injury, illness, death, medical or other expense and/or property damage that I may suffer or that any other party may suffer, due to any cause whatsoever; and (ii) claims of negligence, breach of warranty, and/or breach of contract.

2.2 Indemnity. I ON BEHALF OF MYSELF, MY SPOUSE, MY CHILDREN, MY HEIRS, ADMINISTRATORS AND ASSIGNS HEREBY WILL HOLD HARMLESS AND INDEMNIFY all the Released Parties from any and all liability, cost, expense, or damage of any kind or nature whatsoever for any property damage or personal injury to any third party and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to my participation in the Activities (including use of the Equipment and the Facilities).

2.3 Assumption of Risk. I on behalf of myself, my spouse, my children, my heirs, administrators and assignees freely accept and fully assume responsibility for all dangers and risks related to my participation in the Activities (including use of the Equipment and the Facilities) and the possibility of personal injury, death, property damage or loss resulting therefrom. Likewise, I on behalf of myself, my spouse, my children, my heirs, administrators and assigns acknowledge and understand that the description of the risks and dangers listed above is not complete and that participating in the Activities involves additional risks and dangers, which may include encounters with recreational activities and equipment, limited access to and/or delay of medical attention, mental distress from participation in the Activities, and negligence of others. Consequently, I on behalf of myself, my spouse, my children, my heirs, administrators and assigns understand that there are risks involved in the decision-making and conduct of the Water Park's representatives involved with the Activities, including the risk that an employee, agent or instructor may misjudge (i) my abilities or conditioning, (ii) weather, terrain, route selection, location, or (iii) some aspect of my mental, emotional or physical condition that may make all or a portion of the Activities inappropriate for myself, my spouse and/or my children. I on behalf of myself, my spouse, my children, my heirs, administrators and

assigns acknowledge that property loss, physical injury, and death are all possible from participation in the Activities (including use of the Equipment and the Facilities).

RECOGNIZING THE RISKS AND DANGERS, I ON BEHALF OF MYSELF, MY SPOUSE, MY CHILDREN, MY HEIRS, ADMINISTRATORS AND ASSIGNS UNDERSTAND THE NATURE OF THE ACTIVITIES AND VOLUNTARILY CHOOSE TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF MY PARTICIPATION IN THE ACTIVITIES, INCLUDING USE OF THE EQUIPMENT AND FACILITIES, WHETHER OR NOT DESCRIBED IN THIS LIABILITY WAIVER, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.

**3. Digital Media.**

Water Park its managing entity, including its personal, and its owner, and any third party authorized by such managing entity and such owner, shall have the right in connection with the Activities to film, videotape, photograph, record my voice and make any reproductions of my physical likeness and voice, and shall have irrevocable right in perpetuity to use, display, and digitally enhance or alter in any manner, such likeness in any media now known or hereafter devised, including the exhibition, social media or online use in the advertising, exploiting and publicizing of Water Park's services.

**4. Binding Effects.**

This Liability Waiver shall be effective and binding upon myself, my spouse, my children, my heirs, my next of kin, my executors, my administrators, my successors, and my assigns.

**5. Physical Condition.**

I am physically fit, have sufficiently prepared or trained for my participation in the Activities, and have not been advised not to participate by a qualified medical professional. There are no health-related reasons or problems that preclude my participation in the Activities. I acknowledge that this Liability Waiver will be used by the Water Park and any of its event holders, sponsors, land-owners and organizers of the Activities in which I may participate, and that it will govern my actions and responsibilities.

**6. Miscellaneous.** I acknowledge and agree to the following provisions:

6.1 Rules and Directions of Water Park and Facilities. While I participate in any of the Activities, I will follow all rules and conditions governing my participation and follow the lawful direction of staff and management of the Water Park or of any Facilities.

6.2 Medical Care. In connection with any injury I may sustain or illness or other medical conditions I may experience during my participation in the Activities, including in use of the Equipment or Facilities, I authorize any emergency first aid, medication, and medical treatment deemed necessary by the attending personnel or any Split Rock Resort representative. I expressly acknowledge that the Activities and the Facilities may be located far from medical facilities and that such distance may exacerbate any injury or condition I sustain. I will pay all costs associated with such medical care and related transportation.

6.3 Applicable law. This Liability Waiver will be governed in all respects by the laws of the Commonwealth of Pennsylvania. The term "including" is used herein with the less than all-inclusive meaning commonly associated with "including without limitation" and "including but not limited to." Unless the context clearly indicates otherwise, (i) use of "or" shall be deemed to have the meaning commonly associated with "and/or," (ii) reference to the singular or plural includes the other and (iii) reference to one gender includes both genders.

In consideration of and as a strict condition of the child's participation in the Activities. I hereby entered into this Liability Waiver, according to the terms set out above on behalf of the child identified below intending to legally bind myself and said child. No individual under the age of 16 years, is permitted into the Water Park without Adult, Parent or Guardian supervision. No individual under 18 years is to use the Water Park's Facilities, Equipment and Activities. If the undersigned is under eighteen (18) years of age, this Liability Waiver must be executed by a Parent, Guardian, or accompanying adult.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Room number: \_\_\_\_\_

Parent, Guardian, Adult name and signature (if under 18): \_\_\_\_\_