

# WAIVER AND LIABILITY RELEASE FORM

## SEASON PASS FORM

**PLEASE READ CAREFULLY. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS.**

IN CONSIDERATION of payment of the applicable Season Pass rate, OBX Waterpark Adventure, LLC d/b/a (hereinafter "H2OBX") hereby grants to the undersigned the privilege and license to use the rides and attractions at H2OBX, (based on availability, no guarantee of pool lounge chairs), weather permitting, from date of issuance through the end of the current summer season during public summer season operating hours, upon the following terms and conditions:

1. Children under 12 years old **NOT ALLOWED** in the water park without a paying adult.
2. Passes are **NOT TRANSFERRABLE** or assignable. They may NOT be given or loaned to anyone under any circumstances.
3. Season Pass is not valid for admission to picnics, group functions, or any other separately-ticketed event. Violation of this condition will result in revocation of the pass without refund.
4. Passholder must present pass card at the entrance gate to be scanned for entrance into the water park. Only one scanned admittance per day is allowed. If you leave the water park anytime during the day and want to be readmitted, you must get your hand stamped at the exit gate.
5. Passholders not in possession of their Season Pass Cards are required to purchase a daily ticket at full price in order to use the facilities.
6. If pass is lost or stolen, I agree to report the loss, in writing, immediately. Failure to do so may result in revocation of the pass, without refund. A \$25 charge will be imposed for a replacement pass. A defective pass will be replaced free of charge upon surrender of the pass.
7. The pass may be suspended for a term decided by H2OBX staff and/or revoked by H2OBX, without refund, in the event of a violation of any rule or regulation of the swimming pool, any ride or attraction, or for any behavior deemed inappropriate by H2OBX Staff, or any behavior infringing on the enjoyment, rights or safety of other customers.

The undersigned, in consideration of permission to use H2OBX's facilities, voluntarily assumes the risk of injury or even death as inherently dangerous and further recognize my responsibility to inspect the facilities and read and obey all signs, rules, and regulations associated with the activities at H2OBX. There are inherent risks in the participation in or on any ride, device, attractions and other recreational activities (hereinafter "activities and/or activity"). Patrons of activities, by participation, accept the risks inherent in such activities of which the ordinary prudent person is or should be aware. Patrons have a duty to exercise good judgment and act in a responsible manner while using the activities and to obey all oral and written instructions and warnings, prior to or during participation. Patrons have a duty to refrain from participating in or on any activity, when under the influence of drugs or alcohol. Patrons have a duty to properly use all safety equipment. Other risks include, but not limited to: slips and falls, risk of drowning, and other inherent risks associated with swimming and wading pools and other attractions, wet and dry, that present the risk of injury or death.

I, ON BEHALF OF MYSELF AND MY SUCCESSORS OR ASSIGNS HEREBY AGREE TO RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, DEFEND AND INDEMNIFY EPR RESORTS, LLC AND H2OBX, AND THEIR RESPECTIVE OWNERS, AGENTS, OFFICERS, MEMBERS AND EMPLOYEES FROM ANY AND ALL CLAIMS, ACTIONS, OR LOSSES FOR BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, LOSS OF SERVICES OR OTHERWISE THAT MAY ARISE OUT OF MY USE OF THE WATER AND ADVENTURE PARK ACTIVITIES, AND ANY OTHER EQUIPMENT, STRUCTURES OR PRIMARY OR SECONDARY USES. I, OR ANY MEMBER

OF MY FAMILY OR TO ANY PERSON FOR WHOM I AM SIGNING THIS AGREEMENT, SPECIFICALLY UNDERSTAND THAT I AM RELEASING, DISCHARGING, AND WAIVING ANY CLAIMS OR ACTIONS THAT I OR ANY MEMBER OF MY FAMILY OR TO ANY PERSON FOR WHOM I AM SIGNING THIS AGREEMENT MAY HAVE PRESENTLY OR IN THE FUTURE FOR THE NEGLIGENT ACTS OR OTHER CONDUCT BY THE OWNERS, AGENTS, OFFICERS, MEMBERS OR EMPLOYEES OF H2OBX OR EPR RESORTS, LLC, THEIR SUCCESSORS AND/OR ASSIGNS.

I further agree that if suit is brought against H2OBX by me, my spouse, child, or ward or by someone on my or their behalf for any injury resulting from the use of H2OBX's facilities for a claim of negligence or otherwise, I will indemnify and hold H2OBX harmless from and for any liability which may be imposed on it in such lawsuit and agree to reimburse H2OBX for any expenses it might incur in defending any lawsuit including reimbursement for costs of defense or for payment of any settlement or verdict that might be imposed on it.

I agree that all disputes arising under this contract and/or from my use of the facilities and attractions at H2OBX shall be litigated exclusively in Dare County Superior Court, Dare County, North Carolina. I understand and agree that this Agreement is governed by the laws of North Carolina. I represent and warrant that I am signing this contract with the consent of my spouse (if any) and understand that I may be giving up the rights of my child and spouse to sue as well as giving up my own right to sue. I further agree that if any part of the Agreement is determined to be unenforceable, all other parts shall be given full force and effect.

I AGREE to comply with all rules and regulations pertaining to Season Passes that may, from time to time, be adopted by H2OBX. If the undersigned is under eighteen (18) years of age, this contract must be executed by a parent, guardian, or accompanying adult.

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

Print Name: \_\_\_\_\_

Parent/Guardian Signature (if under 18): \_\_\_\_\_