

**FLOWRIDER RELEASE AND WAIVER OF LIABILITY  
(ADULTS ONLY)**

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

Age: \_\_\_\_\_

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

Please read this document. It affects Your legal rights against Sahara Sam's if you are injured on the FlowRider. By signing this Waiver, you acknowledge that it contains a complete release of any and all claims against Sahara Sam's and that you have read the agreement and agree to its terms.

**1. INTRODUCTION TO THE FLOWRIDER, OUR DYNAMIC INDOOR SURFING MACHINE**

The FlowRider is a dynamic and exciting water amusement ride which simulates the experience of riding an ocean wave. The FlowRider is a body-active participatory sport where the rider "rides" a flowing sheet of water using a Bodyboard or a specially designed Flowboard. Riders should observe the ride and read all posted instructions and warnings before participating in the FlowRider. Riders must be in good physical condition and free from any physical limitations to participate. Pregnant women and persons with a history of heart, back, neck, shoulder or joint problems should not ride the FlowRider.

**2. RISKS ASSOCIATED WITH USING THE FLOWRIDER**

The FlowRider was designed by the manufacturer with the safety of the rider as a primary concern, but as an interactive participatory sport, there are risks associated with its usage. Although many before you have ridden the FlowRider without any problem whatsoever, injuries are possible because of the nature of the ride.

a. You may unavoidably achieve body positions that result in personal injury during your participation and riding may result in the flow of water picking you up and pitching you head over heel into a subsurface that is covered by foam or matting. The tricks, stunts or body positions that you may attempt (or inadvertently achieve) will be based on your real physical abilities and skill level. There is a risk of self-inflicted injury or injury caused by others that can result from such tricks, stunts or body positions.

b. You may sustain injury as a result of slipping on or striking surrounding ride elements, including the ride bottom, flow fence divider, support structures, ride vehicles, containment walls, entering or exit riders, ride attendants or other ride components. Since the attraction and the ride vehicles may contain fiberglass, plastic, wood, or other potentially hardened substances, your contact with them may also cause injury.

**3. SAHARA SAM'S IS ASKING YOU TO GIVE UP LEGAL RIGHTS IN ORDER TO UTILIZE THE FLOWRIDER RIDE.**

Sahara Sam's is asking you to give up certain valuable legal rights. You, your personal representative and your heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Sahara Sam's and its owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of your participation in the FlowRider Ride. You specifically understand that you are releasing, discharging and waiving any claim or action that you may have present or in the future for the negligent acts or conduct by the owners, agents, servants or employees of Sahara Sam's or any of the designers or manufacturers of the FlowRider Ride.

[over]

**4. WHAT ARE THE LEGAL RIGHTS THAT YOU ARE GIVING UP WHEN YOU SIGN THIS DOCUMENT:**

- (a) You give up your right to sue Sahara Sam's in a court of law.
- (b) You give up your right to a trial by jury.
- (c) You give up the right to claim money from Sahara Sam's if you are injured.
- (d) You give up the right to claim money from Sahara Sam's if you are injured by another person.
- (e) You give up the right to recover damages or punish or make an example of Sahara Sam's, Inc.

**5. WHO IS BOUND BY THIS WAIVER AND RELEASE?**

You are bound by this document. Anyone who has or can obtain your rights is also bound by this document, such as your family, relatives, guardians, executives or anyone responsible for you. As used in this document, Sahara Sam's also includes the people who work for and are associated with Sahara Sam's, such as its owners, managers, employees, officers, directors, stock holders, agents, volunteers, sponsors, vendors and exhibitors.

**6. DO YOU AGREE TO ABIDE BY THE RULES OF SAFE CONDUCT?**

YES \_\_\_\_\_

NO \_\_\_\_\_

\_\_\_\_\_

Your Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Emergency Contact

Your Address: \_\_\_\_\_  
\_\_\_\_\_

**Verbal Statement by Sahara Sam's Waiver Liability Representative:**

Please be advised that you have just signed a waiver of liability which limits certain rights you may have by participating on this ride. This ride is considered an extreme ride which means the potential for injury does exist. Sahara Sam's cannot advise you on any of your legal rights however we are required to inform you in advance of participation to review this document and all warning signs prior to utilization. Any information represented by you as false and misleading can result in serious injury.

You must follow all posted regulations located at the ride entrance and lifeguard instructions while riding the Flow Rider. Lifeguards do enforce all posted rules and regulations and will provide basic instructions prior to utilization.

Please sign this form indicating you have been informed by a Sahara Sam's representative of what you are signing and have been provided the option to be a spectator and not participate on this attraction.

\_\_\_\_\_

Signature