

ASSUMPTION OF RISK, RELEASE AND INDEMNITY

The use of the facilities at Grand Rios Indoor Water Park Resort naturally involves the risk of injury, whether the undersigned or someone else causes it. As such, the undersigned agrees that he or she understands and voluntarily accepts this risk and agrees that Brooklyn Park Hotel Properties, LLC, Brooklyn Park Hospitality, LLC, and Brooklyn Park Waterpark, LLC, and any of their affiliated entities (hereinafter "Grand Rios") will not be liable for any injury, including and without limitation, personal, bodily or mental injury, economic loss or any damage to the undersigned, the undersigned's spouse, the undersigned's children, guest or relatives (hereinafter "GUEST") resulting from the negligence of Grand Rios or anyone else using the facilities. If there is any claim by anyone based on any injury, loss, or damage described herein, which involves the GUEST, the undersigned agrees to (a) defend Grand Rios against such claims and pay Grand Rios for all expenses relating to the claim including, but not limited to, any and all attorney's fees, and (b) indemnify Grand Rios for all obligations resulting from such claims.

WAIVER OF LIABILITY

The GUEST agrees to release from all liability, discharge and promise not to take legal action against (i) Grand Rios; (ii) any other guest, visitor or person present or using the facilities or equipment of Grand Rios; (iii) any designers, manufacturers or installers of the facilities or equipment of Grand Rios; and/or (iv) the landlord of Grand Rios for any and all harm or damage to the GUEST in connection with GUEST'S use of any Grand Rios' facilities or equipment or in connection with any activities sponsored by Grand Rios whether or not such activities take place outside of any premises owned or operated by Grand Rios. This Agreement releases Grand Rios from any liability to GUEST, their heirs, next of kin, assigns or personal representatives for any losses or damages or claims or demand arising out of GUEST'S personal injuries, damage to property or GUEST'S death, even if Grand Rios's individual or collective negligence contributes to such personal injury, damage or death. The undersigned hereby waives any and all claims or actions that may arise against Grand Rios, its owners, directors, employees or volunteers as a result of any such injury to any such person. Such risks include, but are not limited to:

1. Injuries resulting from the negligence of the owners, operators, employees, or volunteer assistants of Grand Rios; or the negligence of guests, visitors or persons who may be present at Grand Rios; or the negligence of any designers, manufacturers or installers of the facilities or equipment of Grand Rios; or the negligence of the landlord of Grand Rios;
2. Injuries or death resulting from the failure or negligent misuse, by me or by others, of the facilities or equipment of Grand Rios;
3. Injuries resulting from slips, trips, falls or other such accidents that occur while using the facilities or equipment of Grand Rios, or which may be caused by other persons' use of the facilities or equipment of Grand Rios;
4. Injuries resulting from participating in and/or using equipment in connection with activities sponsored by Grand Rios which may take place outside of any premises owned or operated by Grand Rios; and
5. Injuries that occur from the negligence or lack of adequate training of those volunteers, agents or employees of Grand Rios who seek to assist with medical or other help either before or after injuries have occurred.

The GUEST freely and voluntarily assumes complete personal responsibility for these risks and for the injuries that may occur to as a result of these risks, even if such injuries occur in a manner that is not foreseeable at the time this Agreement is signed.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ THIS AGREEMENT THOROUGHLY AND UNDERSTAND AND ACCEPT THE TERMS CONTAINED HEREIN AND THAT NO ORAL REPRESENTATIONS OR STATEMENTS OR INDUCEMENTS HAVE BEEN MADE TO ME THAT CHANGE, ALTER OR MODIFY ANYTHING WITHIN THE WRITTEN AGREEMENT. I HEREBY REPRESENT AND WARRANT THAT I HAVE THE AUTHORITY TO SIGN THIS WRITTEN AGREEMENT ON BEHALF OF ALL MINORS LISTED BELOW. IN THE EVENT ANY PORTION HEREOF IS HELD INVALID, IT IS AGREED THAT THE BALANCE SHALL, NOTWITHSTANDING, CONTINUE IN FULL LEGAL FORCE AND EFFECT.

Room No.

Signature of Adult (If participant under 18, Parent/Legal Guardian's signature)

Date

Print Name

If under 18,
please print
all names:

