

RELEASE AND WAIVER OF LIABILITY

I _____ acknowledge that I have voluntarily applied on behalf of myself, and if applicable, the minor(s) named below to participate in Water Park activities which include but are not limited to waterslides, play structures, swimming, games, hot tub/spa, floating, lounging, walking and other physical activities.

I AM AWARE THESE ACTIVITIES ARE HAZARDOUS ACTIVITIES AND THAT BY VOLUNTARILY PARTICIPATING, I AM SUBJECTING MYSELF, AND IF APPLICABLE, THE MINORS NAMED BELOW, TO RISKS THAT COULD RESULT IN SERIOUS PHYSICAL OR EMOTIONAL INJURIES, OR EVEN DEATH, TO ME, TO PROPERTY, OR TO THIRD PARTIES. I AM AWARE OF THE DANGERS INVOLVED AND I KNOWINGLY AND VOLUNTARILY AGREE TO ASSUME ANY AND ALL RISKS OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN SUSTAINED IN CONNECTION WITH VISITING TURTLE ISLAND INDOOR WATERPARK.

On behalf of myself, I verify this statement by placing my initials here: _____

On behalf of the minor(s) named below, Parent or Guardian's initials (if under 18):

As consideration for being permitted by Turtle Island Waterpark, LLC, the Turtle Mountain Band of Chippewa Indians, and American Resort Management, LLC and ARM-Turtle, LLC, to participate in these activities and use the Turtle Island Waterpark premises and facilities, **I forever release and hold harmless Turtle Island Waterpark, LLC, Turtle Island Adventure Parks, LLC, the Turtle Mountain Band of Chippewa Indians, American Resort Management, LLC (ARM, LLC), and ARM Turtle, LLC; and any affiliated organization, any subsidiary company or any officer, director, member, manager, agent, servant, employee or volunteer (collectively "Releasees") from any and all claims or demands or causes of action that I, the minor(s) named below, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives now have, or may have in the future for injury, death, or property damage which may arise out of or in connection with my/our participation in these activities, the negligence, errors or omissions or other acts, whether directly connected to these activities or not, and however cause, by any Releasee, or the condition of the premises where these activities occur, whether or not I am then participating in the activities at Turtle Island Indoor Waterpark.** I also agree that I, the minor(s) named below, my assignees, heirs, distributees, guardians, next of kin, spouse and legal representatives will not make a claim against, sue, or attach the property of any Releasee in connection with any of the matters covered by the foregoing release.

I acknowledge and agree that this Release and Waiver of Liability is intended to be as broad and inclusive as is permitted and shall be construed and enforced in accordance with the laws of the Turtle Mountain Band of Chippewa Indians and that any action at law, suit in equity, or other jurisdictional proceeding arising in connection with this Release and Waiver of Liability or my participation in activities at Turtle Island Indoor Waterpark shall be brought in the Courts of the Turtle Mountain Band of Chippewa Indians which shall have exclusive jurisdiction and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I ACKNOWLEDGE AND CONFIRM THAT I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE AND WAIVER OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND TURTLE ISLAND WATERPARK, LLC, THE TURTLE MOUNTAIN BAND OF CHIPPEWA INDIANS, TURTLE ISLAND ADVENTURE PARKS, LLC, AMERICAN RESORT MANAGEMENT, LLC, AND ARM TURTLE, LLC. I VOLUNTARILY SIGN THIS RELEASE AND WAIVER OF LIABILITY ON BEHALF OF MYSELF, AND IF APPLICABLE, THE MINOR(S) LISTED BELOW OF MY OWN FREE WILL AND THAT NO CHANGES MAY BE MADE TO THIS AGREEMENT.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by the Court to have knowingly waived my right to maintain a lawsuit against Turtle Island Indoor Waterpark and any or all of the entities listed above on the basis of any claim from which I have released them.

GUEST NAME

GUEST DATE OF BIRTH

EMERGENCY PHONE NUMBER

GUEST SIGNATURE

DATE

GUEST NAME

GUEST DATE OF BIRTH

PARENT / GUARDIAN NAME

EMERGENCY PHONE NUMBER

PARENT / GUARDIAN SIGNATURE

DATE

GUEST NAME

GUEST DATE OF BIRTH

PARENT / GUARDIAN NAME

EMERGENCY PHONE NUMBER

PARENT / GUARDIAN SIGNATURE

DATE

GUEST NAME

GUEST DATE OF BIRTH

PARENT / GUARDIAN NAME

EMERGENCY PHONE NUMBER

PARENT / GUARDIAN SIGNATURE

DATE

GUEST NAME

GUEST DATE OF BIRTH

PARENT / GUARDIAN NAME

EMERGENCY PHONE NUMBER

PARENT / GUARDIAN SIGNATURE

DATE

GUEST NAME

GUEST DATE OF BIRTH

PARENT / GUARDIAN NAME

EMERGENCY PHONE NUMBER

PARENT / GUARDIAN SIGNATURE

DATE
