

WHALE'S TALE WATERPARK, LLC
Acknowledgment of Waiver and Release From Liability

This Document Affects Your Legal Rights. **You Must Read And Understand Before Signing This Document.**

Parent / Guardian OR Participant Information (if Participant is 18 years of age or older):

Last Name	Legal First Name	Middle Initial	Date of Birth
Mobile / Primary Phone#		Email	
Street Address	City	State/Region	Zip/Postal Code
			Country

Minor Information (if Participant is under 18 years of age):

1.	Last Name	Legal First Name	Middle Initial	Date of Birth
2.	Last Name	Legal First Name	Middle Initial	Date of Birth
3.	Last Name	Legal First Name	Middle Initial	Date of Birth
4.	Last Name	Legal First Name	Middle Initial	Date of Birth

As a condition of the use of facilities and services of Whale's Tale LLC, NLI, Inc., its parent, subsidiary, affiliated and successor companies or entities, attraction manufacturers, suppliers, real and personal property owners and their respective officers, directors, employees, agents, and any event hosting company or their affiliates and employees, hereafter called RELEASEES, I acknowledge and promise on behalf of myself and the additional guests listed who are under 18, my parents, my heirs, assigns, personal representatives, and estate as follows:

Acknowledgement of Risk

I am fully aware that all forms of recreational activities are hazardous, filled with risks and hazards, and that falls, collisions and injuries can happen. I am about to voluntarily engage in activities that bear certain risks, which could result in injury, death, illness, virus or disease, physical or mental, or damage, as follows:

The nature of activities themselves that may include some or all of the following activities, namely: sheet wave surfing, flowboard, bodyboard, waterslides, wave pools, pools, water spray and water movement and all related activities. The particular risks of the activities, including but not limited to the following: personal injury of any sort; participant's failure to follow safety instructions; participant's failure to follow RELEASEES safety guidelines; unavailability of immediate medical attention in case of emergency; property damage; hyperthermia or hypothermia; sun or windburn; collision, slips, falls or awkward landings; manufacturer's defects in equipment; weather conditions including, but not limited to: rain, hail, snow, sun, lightning, temperature, wind and other adverse weather; becoming disoriented, actions of other people including other participants, spectators, or employees; encounters with domesticated animals and wildlife that may lead to: insect bites; bee stings; animal attacks and bites; encounters with poisonous or thorny plants. Latent or apparent defects or condition in equipment or property supplied by RELEASEES or other persons or entities. Use or operation by myself or others of equipment supplied by RELEASEES or other persons or entities. The negligent acts or omissions of other participants in this activity and of third parties. Weather conditions.

I understand and acknowledge that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, may also result in injury, death, illness, virus or disease, or damage to my property.

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Voluntary Acceptance and Assumption of Risk and Responsibility

Being aware that these activities entail risk of injury, I agree and promise to accept and assume all responsibility and risk of injury, death, illness, virus or disease, or damage to my property arising from my participation in this activity. I further acknowledge that I expressly and voluntarily release and forever discharge and covenant not to sue all releasees and all other persons or entities affiliated therewith, from any and all liability, claims, demands, actions, or rights or action, which are related to, arise out of, or are in any way connected with the participation on the Activities or use of the Facilities, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL NEGLIGENCE OR FAULT OF RELEASEES. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks.

I FURTHER ACKNOWLEDGE that I am in good physical and mental health, and not suffering from any condition, disease, or disablement, which would or could potentially affect participation in the activities or use of the Facilities. Additionally, I acknowledge that activities are being provided purely voluntary and for recreational purpose. I acknowledge that I have familiarized myself with the instructions for this activity and agree to comply with all safety information contained therein.

Release, Indemnification and Promise Not To Sue

I agree and promise not to sue, assert or otherwise maintain or assert any claim against releasees, for any action, injury, death, illness, virus or disease, or damage to my property, arising from or connected with my participation in this activity.

Legal Jurisdiction of Any Claim

The state of New Hampshire and subject to the statutory and common law of New Hampshire.

I have read this entire document, understand it completely, and agree to be bound by its terms.

PARTICIPANT'S or GUARDIAN'S SIGNATURE

DATE