RELEASE OF LIABILITY

I _____ hereby voluntarily release, discharge, waive and relinquish any and all claims or causes of action for personal injury, property damage, or wrongful death which may arise out of or in connection with my participation at Epic Waters Indoor Water Park.

I understand and acknowledge that Water Park activities have inherent dangers that no amount of care, caution, instruction, or expertise can eliminate, and I expressly and voluntarily assume all risk of personal injury or death, whether foreseeable or not, sustained in connection with visiting Epic Waters Indoor Water Park.

I acknowledge that participating in water activities, entails risks that could result in physical or emotional injury, paralysis, death, or injury or damage to me, to property, or to third parties. I understand that the risks could result in musculoskeletal injuries, including head, neck, and back injuries. The inherent risk includes but are not limited TO: RISK OF INJURY INCLUDING BROKEN BONES, SEVERE INJURIES TO THE HEAD, NECK AND BACK OR OTHER BODY PARTS; THAT THE INJURIES MAY RESULT IN TEMPORARY OR PERMANENT DISABILITY OR DEATH.

Accordingly, under no circumstances will I, nor any of my heirs, distributees, guardians, legal representatives and assigns present or bring any claim for personal injury, property damage, or wrongful death against White Water West, Epic Waters, ARM-EPIC LLC, City of Grand Prairie; and any of their subsidiary companies (hereinafter "releasees") or any officer, director, member, agent, servant or employee of releasees based upon Alleging releasees acts, errors or omissions.

This release shall be construed and enforced in accordance with the laws of the State of Texas. Any action at law, suit in equity, or other jurisdictional proceeding arising in connection with this release of liability or my participation at Epic Waters Indoor Water Park in the courts of Tarrant County, Texas.

Each of the undersigned further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the law of the State of Texas 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 hereby acknowledge and confirm that I have read and voluntarily signed this Release of Liability, and further agree that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

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 a court of law to have waived my right to maintain a lawsuit against Epic Waters ARM LLC on the basis of any claim from which I have released them.

I have had sufficient opportunity to read this agreement and understood it and agree to be bound by its terms and understand that no changes may be made to this document.

_____ _____

GUEST NAME (Printed) **GUEST DATE OF BIRTH**

_____ _____

GUARDIAN NAME (IF APPLICABLE) **EMERGENCY PHONE NUMBER**

_____ _____

GUEST / GUARDIAN SIGNATURE **DATE**