

FACILITY USE AGREEMENT AND WAIVER/RELEASE

I and my child agree to comply with all rules imposed by Aquaventure Winterville Aquatic Campus, (hereafter referred to as "Aquaventure") regarding the use of its facilities and equipment. I and my child agree to conduct ourselves in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose.

I and my child understand and acknowledge that the use of exercise equipment, swimming pool and/or participation in swimming or exercise programs involves risk of serious injury, including permanent disability and death. Aquaventure does not assume responsibility for any such risks. I and my child agree to use the facility and all equipment (including the swimming pool) AT OUR OWN RISK, and WE FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS AND DAMAGES WE incur as a result of OUR participation in any activities or use of the facilities.

In consideration of my use of the facilities located at Aquaventure, I hereby, on behalf of myself and my child, my heirs, executors, administrators, successors and assigns, expressly release, discharge and covenant not to sue Aquaventure and its affiliates, insurers, employees, officers, directors, and associates, FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF AQUAVENTURE OR OTHERWISE; AND I FURTHER AGREE that if, despite this AGREEMENT, I, or anyone on my behalf, makes a claim against Aquaventure, I WILL IDENTIFY, SAVE, AND HOLD HARMLESS Aquaventure from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim. By the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me and my child, and I hereby fully and forever release and discharge Aquaventure, its insurers, employees, officers, directors, and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out the use of Aquaventure's facilities.

I understand and agree that Aquaventure Winterville Aquatic Campus is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.

I understand Aquaventure Winterville Aquatic Campus is not responsible for any food allergies I or my child may experience while on premises.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT AN INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOT WITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

_____/_____/_____
Participant Signature Date

_____/_____/_____
Parent/ Guardian Signature Date