

WATER PARK ACTIVITY ("Activity") RELEASE OF LIABILITY

I, the undersigned Participant or Parent or Legal Guardian of Participant, fully understand and agree that participation in the Activity associated with Hero Water Sports ("HWS") may result in accidental or other physical injury or property damage. I assume all of the foregoing risks and accept personal responsibility for any and all damages following such injury or damage. I, for myself, my heirs, legal representatives, and assigns agree to assume the risk of such injury or damage and do hereby RELEASE, ACQUIT, and FOREVER DISCHARGE HWS and its successors, assigns, directors, agents, and employees, from any and all manner of causes of action, lawsuits, claims, demands, judgments, and damages of every kind and character, known or unanticipated, **including, but not limited to, claims of HWS's negligence or the condition or use of the property of HWS**, that I have or could have against HWS resulting from or arising out of participation in the Activity. HWS shall not be liable or responsible for, and shall be released and held harmless by me from and against any and all claims and damages of every kind, including reasonable and necessary costs and attorneys' fees, for injury to or death of any person including myself and for damage to or loss of property, which I, or my heirs or assigns, have or may have arising out of or associated with, directly or indirectly, the Activity or the condition of property owned or controlled by HWS.

I understand that first aid will be available on site and medical and/or hospital care will be available in case of serious illness or injury. I understand that if serious illness or injury occurs to my child, I (the undersigned legal parent or guardian) will be notified. I give permission for emergency treatment or surgery as recommended by the attending physician to be administered to myself or my child as applicable.

PHOTOGRAPHY RELEASE

I, the undersigned, hereby grant permission to HWS to take and use my/his/her photograph in various publications utilizing still, video, print, and electronic media, including web use, use on HWS's websites, use on Twitter accounts, use on Facebook accounts, HWS affiliates' social media accounts, or any other social media medium (collectively referred to as "Publications"). I do not wish to approve the finished version(s) of the photographs before they are used in these Publications. I hereby release HWS, and its employees, managers, members, officers, parent companies, subsidiaries, and directors, from all claims and demands arising out of or in connection with any use of said photographs or videos, including, without limitation, all claims for invasion of privacy, infringement of my right of publicity, defamation and any other personal and/or property rights. I acknowledge and agree that no sums whatsoever will be due to me as a result of the use and/or exploitation of the photos or any rights therein.

By signing this release, I state and declare that (a) I have read it carefully, (b) I understand all of its terms, and (c) I voluntarily execute it with full knowledge of its legal consequences.

Participant Name: _____

Participant's Signature: _____ Date Signed: _____

Signature of Parent or Guardian: _____ Date Signed: _____
(If participant is a minor)