



Murphys Waves Disclaimer of Liability

At no time or under any circumstances will Murphy's Waves Ltd accept responsibility for the safety of riders

The Disclosure & Assumption of Risk document must be completed by each rider prior to induction course and on each visit to the attraction. Under no circumstances should anyone use the Surf-Air without having first undertaken an induction course and only when they fully understand the risks involved. It is the responsibility of the owner / operator to ensure that the Disclosure & Assumption of Risk is fully understood and signed by the client prior to use of this ride.

We recommend that the owner / operator add their personal details to the Disclosure & Assumption of Risk document to preclude them from any liability.

Please read the following documents and present them to anyone who wishes to ride the Surf-Air

Failure to sign the Disclosure & Assumption of Risk document (for any reason) will preclude the user from entering onto the ride surface and using the attraction.

The Disclosure & Assumption of Risk should be translated into the native language and is the sole responsibility of the operator. At no time or under any circumstances will Murphy's Waves Ltd accept responsibility for the safety of riders



DISCLOSURE AND ASSUMPTION OF RISK:

Murphys Waves Surf-Air® ride is an extreme surfing/skim boarding ride. The design of the ride makes it possible to simulate surfing on a inclined wave form against the direction of the fast water flow. As such you may unavoidably achieve body positions that may result in personal injury during your participation on the Surf-Air. The tricks, stunts or body positions that you may attempt (or inadvertently achieve) will be based upon your real or perceived physical abilities and skill level. There is a risk of self inflicted injury or injury caused by others that can result from such tricks, stunts or body positions which exceed your skill level (and which may occur irrespective of your skill level).

For instance, you may sustain injury as a result of slipping on or striking surrounding ride elements, e.g., ride bottom, flow fence divider, support structures, ride vehicles, containment walls, entering/exiting riders, ride attendants, or other ride components. In addition, since the attraction and its ride vehicles (flowboards / bodyboards) may contain fibreglass, plastic, wood, metal or other hard and potentially dangerous materials, contact with them may also cause injury. Such ride vehicles may also have foot straps or board-to-body attachments that may cause injury.

Furthermore, riding may result in the flow of water propelling you head-over-heels onto a fibreglass/steel sub-surface that may be exposed or partially covered by a ½ inch of neoprene foam. You may subsequently collide into structural elements that lie directly in the path of water flow. All of the above is risky. And although many before you have ridden unscathed, the Surf-Air is an extreme ride and severe injury is possible.

Due to the nature of the ride experience, all users must be in good health and free from heart, back, neck or limb problems, or any/all other conditions that could be aggravated by this extreme ride. The ride is not suitable for expectant mothers and children under the age of 16 must be accompanied by a responsible adult (also see ride height restrictions). The ride must never be used by persons under the influence of alcohol, drugs or any substance that can affect or alter judgement and perception.

Since you have chosen to participate you agree and waive any and all claims against Murphys Waves and all of their respective officers, directors, members, agents, and employees, including but not limited to claims for personal injury, death, or property damage, incurred in any way while on the subject premises. Riding this attraction involves certain inherent risks of injury. However, the fact that you are here proves that the benefits of this attraction, for you, outweigh these risks.

As mentioned previously the Surf-Air is an extreme ride and although many before you have ridden unscathed, severe injury is possible.

PLEASE HAVE FUN SAFELY!!!



RELEASE OF LIABILITY

I, the undersigned, hereby voluntarily release, discharge, waive and relinquish any and all claims or causes of action for personal injury, property damage or loss, or wrongful death which may arise out of or in connection with my participation (or the minor for whom I am legal guardian) in the simulated surf/skim boarding ride known as the Surf-Air at Water Park Suntago, no matter how such injuries or damages may occur

I FULLY UNDERSTAND AND ACKNOWLEDGE THAT SUCH SIMULATED SURF RIDING 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 FORSEEABLE OR NOT, SUSTAINED IN CONNECTION WITH PARTICIPATING ON OR AROUND THE SURF-AIR®.

Moreover, the fact that I am here proves that the benefits provided by the Surf-Air for me, outweigh the described risks. In consideration of the benefits received, I further agree, and hereby forever release and discharge MURPHYS WAVES, Global Parks Poland Sp. z oo. and respectively all of their respective officers, directors, members, agents, and employees (hereinafter collectively as "Releasees"), from any and all liabilities, claims, demands, or causes of action, present or future, known or unknown, that I or my heirs may hereafter have at any time for injuries, damages or death. Furthermore, under no circumstances will I nor any of my heirs, guardians, legal representatives and assigns present or future bring any claim for personal injury, property damage, or wrongful death against RELEASEES or any officer, director, member, agent, servant or employee of RELEASEES, based upon RELEASEES ordinary and/or gross negligent acts or omissions. Such waiver and release includes, but is not limited to those arising from:

- 1) Exercise or use of the Attraction, flowboards, or adjacent facilities;
- 2) Patent, latent or hidden defective conditions in the Attraction, flowboards, or premises;
- 3) Improper or inadequate instruction or supervision;
- 4) Medical treatment rendered, or failed to be rendered by Releasees;
- 5) Incidents in wet areas, such as Attraction surfaces, decks, matting, grating, or concrete;
- 6) Equipment breaking or malfunctioning;
- 7) Incidents in the parking facilities or common areas of the Site;
- 8) and any negligence, passive or active, on the part of Releasees.

I further confirm that no sale, lease or bailment of a product is being created, and that Releasees are providing recreational services.



ACCORDINGLY, I WAIVE AND RELEASE RELEASEES FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION THAT I, OR THE MINOR (WHO I AM SIGNING ON BEHALF OF), MAY HAVE IN CONNECTION WITH THE SURF-AIR, ITS FLOWBOARDS, OR ASSOCIATED USE. I FURTHER AGREE TO DEFEND AND INDEMNIFY (INCLUDING ATTORNEYS FEES) RELEASEES, AND EACH OF THEM, FOR ANY CLAIM OR ACTION THAT IS BROUGHT AGAINST THEM RELATING TO, OR ARISING OUT OF, OR IN ANY CONNECTION TO, THE SURF-AIR, ITS FLOWBOARDS, OR ASSOCIATED USE.

AFFIDAVIT OF PARENTAL OR LEGAL GUARDIANSHIP

I, the undersigned, declare that I am the parent of, or the legal guardian of _____, a minor, and have the capacity to execute documents on behalf of such minor. I understand that as a condition to participate on the Surf-Air the parent or legal guardian of the minor participant must sign certain legal documents, including but not limited to Waivers, Releases, Acknowledgment of Risks, and related documents. I am signing those documents, freely, without any fraud or duress, and acknowledge that I have read and understand the same. In the event that it is determined that I am not the parent or legal guardian of the minor, or did not have the legal capacity to execute the documents on behalf of said minor, then I agree to defend and indemnify: MURPHYS WAVES and all of their agents, employees, officers, directors, and/or affiliated companies/entities, if any litigation is instituted, as a result of any injury or death or claim for damage arising out of, relating to, or in any way connected with, minor's participation in activities at the SURF-AIR Site.

DATED: _____

X _____
PRINT NAME OF ADULT/GUARDIAN

X _____
SIGNATURE OF ADULT/GUARDIAN



RELEASE OF LIABILITY

I, individually, and/or on behalf of the minor participant listed below, also hereby agree to a blanket release of all rights related to my audio and photographic image that may arise out of my participation in activities on or around the SURF-AIR water attraction. I understand that this release includes any and all marketing, promotion or advertising that may occur anywhere and anytime on any media as later used by RELEASEES or any of their representatives or assigns.

For MURPHYS WAVES, this RELEASE shall be construed and enforced in accordance with the laws of Scotland, and any action at law, suit in equity, or other jurisdictional proceeding arising in connection with this Agreement or my participation on the SURF-AIR shall be instituted only in the courts of Scotland.

I AM AWARE THAT THIS RELEASE IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS BY SIGNING BELOW:

Participant's Name: (Please Print) _____

Participant's Signature: _____

Participants D.O.B (Age): _____

Date _____

If Participant is a minor to be completed by Legal Guardian

Name: _____

Signature: _____

Date _____