

Helen Tubing & Waterpark
9917 Hwy 75 North, Helen, GA 30545
635 Edelweiss Strasse, Helen, GA 30545
222 Edelweiss Strasse, Helen, GA 30545
Ph: 706-878-1082 Fax: 706-878-1788

WAIVER

STATE OF GEORGIA
COUNTY OF WHITE

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned ADULT(S) 18 OR OVER, individually, and the undersigned RESPONSIBLE ADULT, individually and as the parent and/or guardian of the below-named CHILD/CHILDREN UNDER 18 ("MINOR(S)"), have freely and voluntarily elected to enter one or more of the above-referenced premises of Water Park Properties, LLC, and utilize the services, facilities, and equipment of Helen Water Park, LLC, d/b/a Helen Water Park and Helen Tubing (Water Park Properties, LLC and Helen Water Park, LLC, being hereinafter collectively referred to as "HELEN TUBING & WATERPARK") by paying for admission to the water park, with its waterslide and lazy river and other amenities, and/or by renting or otherwise contracting for the use of a tube, for transportation and other on and off-site services, and related facilities for the purposes of "tubing" in the Chattahoochee River in or near Helen, Georgia, fully understanding the possibility of an accident occurring and fully appreciating the risks inherent in such recreational activities and the fact that any and all of the ADULT(S), the RESPONSIBLE ADULT, and the MINOR(S) listed below and covered by this Agreement may be injured as the result of such an accident; and the undersigned ADULT(S) for themselves and the undersigned RESPONSIBLE ADULT for himself or herself and the MINOR(S) in question do hereby assume all risks and accept full and complete responsibility for any and all dangers or injuries of any kind or nature which may occur to the persons or property of said ADULT(S) or RESPONSIBLE ADULT or MINOR(S) while on the premises of Water Park Properties, LLC, or while utilizing the aforesaid services, facilities, or equipment of HELEN TUBING & WATERPARK—despite the fact that said ADULT(S) and RESPONSIBLE ADULT(S) acknowledge and agree that the recreational activities in question entail both known and unanticipated risks that could result in physical or emotional injury, paralysis, death or damage to themselves, to the MINOR(S) in question, to third parties, or to property, and that such risks cannot be entirely eliminated without jeopardizing the essential qualities of the recreational activities in question.

The risks being assumed include, but are not limited to, the following: known or unknown medical or physical limitations or conditions of the individuals listed below; slippery walking surfaces within the water park, so that running is strictly prohibited and care should be taken while walking; employees and personnel of HELEN TUBING & WATERPARK, who—despite their commitment to safety—are not infallible and have difficult jobs to perform, who may be distracted, who may be unaware of or misjudge a participant's fitness or abilities, who may misjudge the weather or other environmental conditions, and who may give incomplete warnings or instructions; equipment that may malfunction; tubes that may turn over; swimming that may be required, thus risking collision with rocks and entanglement in trees; slipping or falling may occur while attempting to stand or walk in the river or along the banks; exposure to the elements that can cause sunburn, dehydration, heat exhaustion, heat stroke and heat cramps, hypothermia, insect bites, reactions to poisonous plants, injury from rabid or otherwise dangerous animals; and accidental drowning.

ACCORDINGLY, in consideration of being allowed to enter upon the premises of Water Park Properties, LLC, and to utilize the services, facilities, and equipment of HELEN WATER PARK, LLC, and to participate in the aforesaid recreational activities, the undersigned ADULT(S) (if any) for themselves and their respective heirs, executors, administrators, and legal representatives, and the undersigned RESPONSIBLE ADULT for himself or herself and for his or her heirs, executors, administrators, and legal representatives, and for and on behalf of the below-named MINOR(S) and their heirs, executors, administrators, and legal representatives by signing and sealing this Agreement do hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless HELEN TUBING & WATERPARK and their respective agents, owners, officers, volunteers, participants, employees, and any and all other persons or entities acting in any capacity on their behalf (hereinafter collectively, "INDEMNITEES") from any and all claims, demands, causes of action, damages or extraordinary expenses (including any attorney's fees and expenses incurred in connection with the successful enforcement of this Agreement), which are in any way connected with (in the case of said ADULT(S)) the presence of said individual on the premises of Water Park Properties, LLC, his/her participation in any recreational activity contemplated hereby, or his/her use of the equipment, services, or facilities of HELEN TUBING & WATERPARK and in the case of said RESPONSIBLE ADULT the presence of said individual and/or the MINOR(S) on the premises of Water Park Properties, LLC, his/her or their participation in any recreational activity contemplated hereby, or his/her or their use of the equipment, services, or facilities of HELEN TUBING & WATERPARK—including but not limited to any such claims which allege negligent acts or omissions on the part of said INDEMNITEES.

Each of the undersigned individuals also certifies that adequate private insurance exists to cover any injury or damage that he or she—and in the case of the RESPONSIBLE ADULT any injury or damage that the below-named MINOR(S) for which he or she is responsible (as provided herein)—may cause or suffer while present on the premises of

Water Park Properties, LLC, or while utilizing the services, equipment, or facilities of HELEN TUBING & WATERPARK contemplated hereby---or else the undersigned individual in question agrees to bear the costs of such injury or damage himself or herself.

Each of the undersigned individuals on his or her own behalf and in the case of the RESPONSIBLE ADULT on behalf of the below-named MINOR(S) give Helen Water Park, LLC, permission to take our respective photographs while tubing and release the right to the use of any such photographs by Helen Water Park, LLC, in any advertisements or media publication.

In the event that any lawsuit is filed against HELEN TUBING & WATERPARK or any of the other INDEMNITIEES by any of the undersigned ADULT(S), by the RESPONSIBLE ADULT, and/or by or on behalf of the below-named MINOR(S), it is further agreed that any such suit will be brought solely in the State of Georgia and that the substantive law of Georgia shall apply in that action with regard to the conflict of law rules of that State.

IT IS FURTHER AGREED by the undersigned individuals that if any portion of this Agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

By signing and sealing this Agreement, the undersigned ADULT(S) and the RESPONSIBLE ADULT affirm that they have had sufficient opportunity to read this Agreement; that they *have* read and understood it; and that they have agreed to be bound by its terms; and they reaffirm their understanding that if they or any of the below-named MINOR(S) are hurt or if their property is damaged while on the premises of Water Park Properties, LLC, or while participating in the recreational activities contemplated hereby or while utilizing the equipment, services, or facilities of HELEN TUBING & WATERPARK they may be found by a court of law to have waived their right to maintain a lawsuit against HELEN TUBING & WATERPARK or any of the other INDEMNITEES on the basis of this Agreement, except for damage or injury caused by gross negligence or willful misconduct.

SIGNATURE of the RESPONSIBLE ADULT: _____ (SEAL)
_____ [Print Name]
_____ [Address]
_____ [City & Zip]
_____ [Phone]

Print names of all CHILD/CHILDREN UNDER 18: _____

[Continue names on additional stapled sheet, if necessary, which is incorporated by this reference.]

SIGNATURES of Other ADULT(S) 18 OR OLDER: _____ (SEAL)
_____ (SEAL) _____ (SEAL)
_____ (SEAL) _____ (SEAL)
_____ (SEAL) _____ (SEAL)

[Continue signatures on additional stapled sheet, if necessary, which is incorporated by this reference.]

TOTAL PATRONS: _____

“LIFE VEST IS THE LAW”

CHILDREN 13 AND UNDER MUST WEAR LIFE VEST

NOT RESPONSIBLE FOR LOST OR STOLEN ITEMS OR KEYS LEFT ON PREMISES

DO NOT RUN: WATCH OUT FOR SLIPPERY SURFACES

