Accident Waiver, Release of Liability, and Water Park Rules Form
Wildwoods Water Park
Elk River, MN

Assumption of Risk, Release and Indemnity

The use of the facilities at Wildwoods Water Park (WWWP) naturally involves the risk of injury, whether the undersigned or someone else causes it. As such, the undersigned agrees that he or she understands and voluntarily accepts the risk and agrees that Lodge Hotels & Resorts, Holiday Inn Minneapolis NW Elk River, Elk Inn Partners, LLC, InterContinental Hotels Group, and any of their affiliated entitles or an officer, director, member, agent, servant or employee (hereinafter collectively "WWWP") will not be liable for any injury, including and without limitation, personal, bodily, or mental injury, economic loss or any damage to the undersigned, the undersigned's spouse, the undersigned's children, guest or relative (hereinafter, collectively "Guest") resulting from the negligence of WWWP or anyone else using the facilities. If there is any claim by anyone base on any injury, loss, or damage described herein, which involves GUEST, the undersigned agrees to (A) - defend WWWP against such claims and pay WWWP for all expenses relating to the claim including, but not limited to, any and all attorney's fees, and (B) - indemnity WWWP for all obligations resulting from such claims. This document shall be construed and enforced in accordance with the laws of the State of Minnesota. Any action at law, suit in equity, or other jurisdictional proceeding arising in connection with this document shall be instituted only in the courts of Hennepin County, Minnesota.

Waiver of Liability

The GUEST agrees to release from all liability, discharge and promise not to take legal action against (i) WWWP; (ii) any other guest, visitor, or person present using the facilities or equipment of WWWP; (iii) any designers, manufactures or installers of the facilities or equipment of WWWP; and/ or (iv) the connection with any activities sponsored by WWWP whether or not such activities take place outside of any premises owned or operated by WWWP. This agreement releases WWWP from any liability to GUEST, their heirs, next to kin, assigns or personal representatives for any losses, damages, claims or demand arising out of GUESTS personal injuries, damage to property or GUESTS death, even if WWWP's individual or collective negligence contributes to such personal injury, damage or death. The undersigned hereby waives any and all claims or actions that may arise against WWWP, its owners, directors, employees or volunteers as a result of any such injury to any such person. Such risks include, but are not limited to:

1. Injuries resulting from the negligence of the owners, operators, employees, or volunteer assistants of WWWP; or the negligence of guests, visitors or persons who may be present at WWWP; or the negligence of any designers, manufactures or installers of the facilities or equipment of WWWP; or the negligence of the landlord or WWWP.
2. Injuries or death resulting from the failure or negligent misuse, by me or by others, of the facilitators or equipment or WWWP.
3. Injuries resulting from slips, trips, falls or other such accidents that occur while using the facilities or which may be caused by other persons' use of the facilities or equipment of WWWP.
4. Injuries resulting from participating in and/ or using equipment in connection with activities sponsored by WWWP which may take place outside of any premises owned or operated by WWP.
5. Injuries that occur from the negligence or lack of adequate training of those volunteers, agents or employees of WWWP who seek to assist with medical or other help during, before or after injuries have occurred.

The GUEST freely and voluntarily assumes complete personal responsibility for these risks and for the injuries that may occur as a result of these risks, even if such injuries occur in a manner that is not foreseeable at the time this agreement is signed.

BY SIGNING BELOW, THE GUEST ACKNOWLEDGES THAT HE OR SHE HAS READ THIS AGREEMENT THOROUGHLY AND UNDERSTANDS AND ACCEPTS THESE TERMS CONTAINED HEREIN AND THAT NO ORAL REPRESENTATIONS OR STATEMENTS OR INDUCEMENTS HAVE BEEN MADE TO GUEST THAT CHANGE, ALTER OR MODIFY ANYTHING WITHIN THE WRITTEN AGREEMENT. BY SIGNING BELOW THE UNDERSIGNED REPRESENTS AND WARRANTS THAT THEY HAVE THE AUTHORITY TO SIGN THIS WRITTEN AGREEMENT ON BEHALF OF ALL INDIVIDUALS WHOSE LEGAL RIGHTS AGREEMENT CONTEMPLATES TO WAIVE. IN THE EVENT AND PORTION HEROF IS HELD INVALID, IT IS AGREED THAT THE BALANCE SHALL, NOT WITHSTANDING CONTINUE IN FULL LEGAL FORCE AND EFFECT.

X_____ _____ _____

Signature of Adult **Contact Phone Number** **Date**

Please list the first names of all children under the age of 18: _____

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