

Release Waiver

The Urban Slide TM / Slide Marble Falls Assumption of Risk, Warning of Risk Waiver and Release of Claims ("Assumption & Release")

***The Urban Slide is a trademark of The Urban Slide, LLC & Kodiak Events, LLC.**

Please initial on each line after reading

_____ 1. I understand that participating in Slide Marble Falls/The Urban SlideTM / is a potentially hazardous activity where water will be present and multiple participants will be actively sliding down more than 1000ft of slide.

_____ 2. I agree not to participate unless I am medically and physically able, which I am solely responsible to determine.

_____ 3. I agree that I am at least 5 years old (parents/guardians for their child) and am at least 46 inches tall.

_____ 4. I agree to abide by any decision of Slide personnel (including representatives and or safety personnel) relative to my ability to safely participate on the Slide, which decision is at the sole discretion of the Slide personnel and I agree lack of a decision does not create any liability whatsoever.

_____ 5. I assume all risks associated with participating in Slide Marble Falls/The Urban SlideTM, including, but not limited to, slips, falls, contact with other participants, negligent or wanton acts of other participants, any defects or condition of premises, or Slide zones, the effects of the weather including high heat, cold temperatures, storms and/or humidity. All such risks being known, assumed and appreciated by me.

_____ 6. I agree that Kodiak Events LLC and the Marble Falls/Lake LBJ Chamber of Commerce & CVB and/or their directors, officers, employees, volunteers, representatives, and agents, is not responsible for any personal items or property that are lost, stolen, stained or damaged at or during the event.

_____ 7. I consent to emergency medical care and transportation at my own cost in order to obtain treatment in the event of injury to me as medical professionals may deem appropriate. This Assumption and Release extends to any liability arising out of, or in any way connected with, the medical treatment and transportation provided in the event of an emergency.

_____ 8. I understand and agree that pets are not permitted to participate or accompany me on the Slide and should not be within 20 feet of the Slide.

_____ 9. I grant permission to Kodiak Events, LLC. and the Marble Falls/Lake LBJ Chamber of Commerce & CVB, and/or their directors, officers, employees, volunteers, representatives, and agents, and the activity holders to use any photographs, motion pictures, recordings, sound bites, or any other record of this event for any purpose in perpetuity throughout the world including, but not limited to, promoting, advertising and marketing purposes. Any and all photographs, motion pictures, recordings or other records of the event are the sole property of Kodiak Events, LLC and the Marble Falls/Lake LBJ Chamber of Commerce & CVB.

_____ 10. I understand that all entries are final with no refunds.

_____ 11. The official event directors reserve the right in any event of emergency or local or national disaster to cancel the event and in the event of cancellation or change there is no refund of entry fees.

_____ 12. Participants are expected to exhibit appropriate behavior at all times, including obeying all laws. This includes respect for all people, equipment and facilities and cooperative, positive participation. Kodiak Events, LLC. and Marble Falls/Lake LBJ Chamber of Commerce & CVB, and/or their directors, officers, employees, volunteers, representatives, and agents may dismiss, without refund, anyone whose behavior endangers safety or negatively affects the event, a person, a facility or property of any type or kind.

_____ 13. I agree to indemnify and hold harmless Kodiak Events, LLC and Marble Falls/Lake LBJ Chamber of Commerce & CVB, and/or their directors, officers, employees, volunteers, representatives, and agents, and the activity holders, its affiliates and assigns, from any and all third party claims caused in whole or in part by my actions.

_____ 14. I understand that by participating on the Slide, I will be through water and potentially mud and other fluids, which has not been tested for chemicals or disease.

_____ 15. I assume risk of wild animals, insects, and parasites that may be present on the course.

16. **(Please Check One)** _____ I am at least 18 years old, OR _____ I am under the age of 18 and in addition to me my Parent/Guardian has reviewed this waiver and consented to its terms.

All Participants Waiver & Release of all claims and assumption of risk

I recognize and acknowledge that there are certain risks of physical injury to participants in Slide Marble Falls/The Urban SlideTM, and I voluntarily and knowingly agree to assume the full risk of any and all injuries, damages or loss, regardless of severity, that I may sustain as a result of said participation. I further agree to indemnify and hold harmless to the extent permitted by law Kodiak Events, LLC. and the Marble Falls/Lake LBJ Chamber of Commerce & CVB from and against any and all claims, suits, liens, judgments, damages, losses and expenses including reasonable legal fees and costs arising in whole or in part and in any manner from acts, omissions, breach or default in connection with Participant's use and participation with Slide and I relinquish all claims I may have (or which may accrue to me) as a result of participating in these activities against Kodiak Events, LLC and the Marble Falls Chamber of Commerce & CVB, their employees, the event officials, agents, volunteers, sponsors, and the owners and operators of the venue (hereinafter collectively referred to as "Administrators"). Participants registering for the event, programs/activities must recognize that there is an inherent risk of injury when choosing to participate in recreational activities/programs. I agree that I am solely responsible for determining if I am physically fit and/or skilled for the event or activities contemplated by this Assumption and Release. It is always advisable, especially if the participant is pregnant or disabled in any way or recently suffered an illness, injury or impairment, to consult a physician before undertaking any physical activity. I, for myself and my heirs, do hereby fully release and forever discharge the Administrators from any and all claims for injuries, including death or incapacity, illnesses, damages, expenses or loss that I may suffer arising out of, connected with, or in any way associated with the event, program or activities including injuries caused or associated with transportation to and from the event. I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims. When registering online, my online signature shall substitute for and have the same legal effect as an original form signature. PARTICIPATION WILL BE DENIED if I have not signed this waiver before the start of the event.

_____ I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims.

Name (Printed) Name (Signed) Date Age on Date of Event

Only complete below if you are a parent or guardian of a participant under the age of 18:

I, the parent or guardian of the above named participant, have read through this waiver and all its terms, and I hereby give my approval to this child's participation in The Urban Slide™/Slide Marble Falls. I assume all risks and hazards incidental to my child's participation in The Urban Slide™/Slide Marble Falls and I hereby waive, release, absolve, indemnify and agree to hold harmless the Administrators, as defined above, for any injury to my child and from any and all claims, causes of actions, obligations, lawsuits, charges, complaints, controversies, covenants, agreements, promises, damages, costs, expenses, responsibilities, of whatsoever kind, nature or description, whether, direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, from all claims or liabilities of any kind arising out of or connected with my child's participation in The Urban Slide™/Slide Marble Falls. I consent to the foregoing and grant permission for him/her to participate in The Urban Slide TM./ Slide Marble Falls. I acknowledge I have carefully read, accepted and agreed to the terms on this Assumption and Release and Liability waiver, and know and understand their contents and I sign the same on my own free act and deed.

Child Name (Printed)

Age on Date of Event

Parent / Guardian Name (Printed)

Parent / Guardian Name (Signature)

Date