

# FLOWRIDER ARBITRATION AGREEMENT (MINORS ONLY)

Name: \_\_\_\_\_  
Minor

Name: \_\_\_\_\_  
Parent or Guardian

Age: \_\_\_\_\_

Date: \_\_\_\_\_

Please read this document. It limits the legal rights of a minor (18 years or younger) who is injured in any way on the FlowRider amusement ride. By signing this Arbitration Agreement, you acknowledge that it contains a legally binding agreement to arbitrate disputes and that you have read the Agreement and agree to its terms.

## 1. INTRODUCTION TO THE FLOWRIDER, OUR DYNAMIC INDOOR SURFING MACHINE

The FlowRider is a dynamic and exciting water amusement ride which simulates the experience of riding an ocean wave. The FlowRider is a body-active participatory sport where the rider "rides" a flowing sheet of water using a Bodyboard or a specially designed Flowboard. Riders should observe the ride and read all posted instructions and warnings before participating in the FlowRider. Riders must be in good physical condition and free from any physical limitations to participate. Pregnant women and persons with a history of heart, back, neck, shoulder or joint problems should not ride the FlowRider.

## 2. RISKS ASSOCIATED WITH USING THE FLOWRIDER

The FlowRider was designed by the manufacturer with the safety of the rider as a primary concern, but as an interactive participatory sport, there are risks associated with its usage. Although many before you have ridden the FlowRider without any problem whatsoever, injuries are possible because of the nature of the ride.

a. You may unavoidably achieve body positions that result in personal injury during your participation and riding may result in the flow of water picking you up and pitching you head over heel into a subsurface that is covered by foam or matting. The tricks, stunts or body positions that you may attempt (or inadvertently achieve) will be based on your real 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.

b. You may sustain injury as a result of slipping on or striking surrounding ride elements, including the ride bottom, flow fence divider, support structures, ride vehicles, containment walls, entering or exit riders, ride attendants or other ride components. Since the attraction and the ride vehicles may contain fiberglass, plastic, wood, or other potentially hardened substances, your contact with them may also cause injury.

## 3. CAN YOU MAKE A CLAIM FOR MONEY DAMAGES IF YOUR MINOR CHILD IS INJURED?

If your minor child is injured and you want to make a claim, you must file a demand before the American Arbitration Association (AAA). The AAA is an independent agency which resolves disputes fairly and without favoritism. Sahara Sam's cannot select who will be the single arbitrator to decide the dispute. The address of the Association is 220 Davidson Avenue, Somerset, New Jersey 08873, Tel. (732) 560-9560. You agree that any dispute between you and Sahara Sam's will be decided by the AAA and that the Arbitration Hearing will take place in Camden County, New Jersey. You are not required to hire a lawyer to make your claim. If you hire your own lawyer, you must pay your own lawyer. If you or Sahara Sam's does not follow the requirements of this document, then you or Sahara Sam's may be required to pay the other's attorney's fees.

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**4. SAHARA SAM'S IS ASKING YOU TO GIVE UP LEGAL RIGHTS IN ORDER FOR YOUR MINOR CHILD TO UTILIZE THE FLOWRIDER RIDE.**

Because the FlowRider Ride may increase your child's risk of harm, Sahara Sam's is asking you to give up certain valuable legal rights. Here are the legal rights you are giving up when you sign this document:

- (a) You give up your right to sue Sahara Sam's in a court of law. You must arbitrate a claim.
- (b) You give up your right to a trial by jury. You must arbitrate a claim.
- (c) You give up the right to claim money from Sahara Sam's if you are injured unless Sahara Sam's intentionally and willfully failed to prevent or correct a hazardous condition or unsafe equipment.
- (d) You give up the right to recover damages or punish or make an example of Sahara Sam's, Inc.
- (e) You give up the right to choose the state and county where the Arbitration Hearing will be conducted and you must arbitrate the case in Camden County, New Jersey.

**5. WHO IS BOUND BY THIS WAIVER AND RELEASE?**

You and your minor child are bound by this document. Anyone who has or can obtain your rights is also bound by this document, such as your family, relatives, guardians, executives or anyone responsible for you. As used in this document, Sahara Sam's also includes the people who work for and are associated with Sahara Sam's, such as its owners, managers, employees, officers, directors, stock holders, agents, volunteers, sponsors, vendors and exhibitors.

**6. DO YOU AGREE TO ABIDE BY THE RULES OF SAFE CONDUCT?**

YES \_\_\_\_\_ NO \_\_\_\_\_

The Signature of Your Parent or Guardian: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

Parent or legal guardian's Driver's license: \_\_\_\_\_

Your Address: \_\_\_\_\_  
\_\_\_\_\_

**Verbal Statement by Sahara Sam's Waiver Liability Representative:**

Please be advised that you have just signed a waiver of liability which limits certain rights you may have by participating on this ride. This ride is considered an extreme ride which means the potential for injury does exist. Sahara Sam's cannot advise you on any of your legal rights however we are required to inform you in advance of participation to review this document and all warning signs prior to utilization. Any information represented by you as false and misleading can result in serious injury.

You must follow all posted regulations located at the ride entrance and lifeguard instructions while riding the Flow Rider. Lifeguards do enforce all posted rules and regulations and will provide basic instructions prior to utilization.

Please sign this form indicating you have been informed by a Sahara Sam's representative of what you are signing and have been provided the option to be a spectator and not participate on this attraction.

\_\_\_\_\_  
Signature of Parent or Guardian

# SKY TRAIL COURSE ARBITRATION AGREEMENT (MINORS ONLY)

Name: \_\_\_\_\_

Name: \_\_\_\_\_  
(Parent or Guardian)

Age: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Date: \_\_\_\_\_

Please read this document. It limits the legal rights of a minor (18 years or younger) who is injured in any way on the Sky Trail Course amusement ride. By signing this Arbitration Agreement, you acknowledge that it contains a legally binding agreement to arbitrate disputes and that you have read the Agreement and agree to its terms.

\_\_\_\_\_ **1. INTRODUCTION TO THE SKY TRAIL COURSE (← Initials)**

The Sky Trail Course is exciting but it can be dangerous; the Sky Trail Course is a high adventure ropes course with a closed tracking system that will allow you to go throughout the course without the need to disconnect your sling line at any time. You have the freedom to choose your path throughout the course and go at your own pace. If you lose your balance or slip off any part of the course, the harness and sling line will catch you and you can pull yourself back up onto the element or platform.

\_\_\_\_\_ **2. RISKS ASSOCIATED WITH USING THE SKY TRAIL COURSE (← Initials)**

- There is always a risk of self inflicted injury or injury caused by other participants;
- You may sustain injury as a result of slipping on or striking surrounding ride elements which contain fiberglass, metal and other hard objects;
- You may sustain an injury as a result of a possible equipment failure and/or malfunction of your own or other's equipment;
- You may sustain an injury from falling or from exposure to the height of the Sky Trail Course which may impair your judgment, coordination or balance;
- You may sustain an injury from not paying close attention to your climbing or to others climbing with or near you;
- You may sustain an injury by your own negligence and/or the negligence of others including employees, agents, independent contractors or representatives of Sahara Sam's including but not limited to any operator error;
- The injuries that you may sustain include injuries to hands, fingers, feet and toes including but not limited to inflammation and/or strains of muscles, ligaments and/or tendons, nerve damage or compression and broken bones and aggravation or re-aggravation of any underlying physical condition;
- Finally, you understand that the description of these risks and potential injuries is not complete in that unknown or unanticipated risks may result in injury, illness or death.

\_\_\_\_\_ **3. (← Initials) CAN YOU MAKE A CLAIM FOR MONEY DAMAGES IF YOUR MINOR CHILD IS INJURED?**

If your minor child is injured and you want to make a claim, you must file a demand before the American Arbitration Association (AAA). The AAA is an independent agency which resolves disputes fairly and without favoritism. Sahara Sam's cannot select who will be the single arbitrator to decide the dispute. The address of the Association is 220 Davidson Avenue, Somerset, New Jersey 08873, Tel. (732) 560-9560. You agree that any dispute between you and Sahara Sam's will be decided by the AAA and that the Arbitration Hearing will take place in Camden County, New Jersey. You are not required to hire a lawyer to make your claim. If you hire your own lawyer, you

must pay your own lawyer. If you or Sahara Sam's does not follow the requirements of this document, then you or Sahara Sam's may be required to pay the other's attorney's fees.

\_\_\_\_ 4. (← Initials) **SAHARA SAM'S IS ASKING YOU TO GIVE UP LEGAL RIGHTS IN ORDER TO UTILIZE THE SKY TRAIL COURSE.**

Sahara Sam's is asking you to give up certain valuable legal rights. You, your personal representative and your heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Sahara Sam's and its owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of your participation in the Sky Trail Course. You specifically understand that you are releasing, discharging and waiving any claim or action that you may have present or in the future for the negligent acts or conduct by the owners, agents, servants or employees of Sahara Sam's or any of the designers or manufacturers of the Sky Trail Course.

\_\_\_\_ 5. (← Initials) **WHAT ARE THE LEGAL RIGHTS THAT YOU ARE GIVING UP WHEN YOU SIGN THIS DOCUMENT:**

- You give up your right to sue Sahara Sam's in a court of law.
- You give up your right to a trial by jury.
- You give up the right to claim money from Sahara Sam's if you are injured.
- You give up the right to claim money from Sahara Sam's if you are injured by another person.
- You give up the right to recover damages or punish or make an example of Sahara Sam's, Inc.

\_\_\_\_ 6. (← Initials) **WHO IS BOUND BY THIS WAIVER AND RELEASE?**

You are bound by this document. Anyone who has or can obtain your rights is also bound by this document, such as your family, relatives, guardians, executives or anyone responsible for you. As used in this document, Sahara Sam's also includes the people who work for and are associated with Sahara Sam's, such as its owners, managers, employees, officers, directors, stock holders, agents, volunteers, sponsors, vendors and exhibitors.

\_\_\_\_ 7. (← Initials) **DO YOU AGREE TO ABIDE BY THE RULES OF SAFE CONDUCT?**

YES \_\_\_\_\_

NO \_\_\_\_\_

\_\_\_\_\_  
Your Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Emergency Contact

The Signature of Your Parent or Guardian: \_\_\_\_\_

Date: \_\_\_\_\_

Phone: \_\_\_\_\_

Parent or legal guardian's Driver's license: \_\_\_\_\_

Your Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**ASSUMPTION OF RISK AND RELEASE**

BY MY PARTICIPATION IN THE ON-ICE ACTIVITIES BEING HELD ON THE DATE SET FORTH BELOW AT FLYERS SKATE ZONE-VOORHEES, I VOLUNTARILY AND KNOWINGLY ASSUME ALL RISK OF PERSONAL INJURY AND ALL OTHER HAZARDS FROM OR RELATED TO SUCH PARTICIPATION, WHETHER OCCURRING PRIOR TO, DURING, OR AFTER SUCH ACTIVITY, AND HEREBY FOREVER RELEASE AND DISCHARGE FPS INK, L.P., FPS RINK, INC. AND THEIR RESPECTIVE AFFILIATES, OWNERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS OF AND FROM ANY AND ALL MANNER OF ACTIONS, CAUSES OF ACTION, CLAIMS OR DEMANDS OF ANY KIND OR NATURE, EITHER IN LAW OR AT EQUITY, WHATSOEVER RELATING IN ANY WAY TO MY PARTICIPATION IN SUCH ACTIVITIES, INCLUDING BUT NOT LIMITED TO CLAIMS FOR BODILY INJURY OR DEATH OF PERSONS AND LOSS OR DAMAGE TO PROPERTY, WHETHER OR NOT CAUSED BY NEGLIGENCE.

I FURTHER RELEASE ALL OFFICIALS AND PERSONNEL FROM ANY AND ALL CLAIMS WHATSOEVER ON ACCOUNT OF FIRST AID, TREATMENT OR SERVICE RENDERED ME DURING MY PARTICIPATION IN SUCH ACTIVITIES.

I FURTHER STATE THAT I HAVE CAREFULLY READ THIS ASSUMPTION OF RISK AND RELEASE AND KNOW THE CONTENTS AND SIGN THIS ASSUMPTION OF RISK AND RELEASE AS MY OWN FREE ACT.

SIGNATURE\*: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DATE OF SIGNATURE: \_\_\_\_\_

DATE OF ACTIVITY: \_\_\_\_\_

\*If participant is a minor (under the age of 18), its parent or guardian must also sign below:

I REPRESENT THAT I AM THE PARENT/GUARDIAN OF THE MINOR WHO HAS SIGNED THE ABOVE ASSUMPTION OF RISK AND RELEASE, AND I HEREBY AGREE THAT WE SHALL BOTH BE BOUND THEREBY.

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

