

## KOOCANUSA WATERPARK

### GUIDELINES & SAFETY RULES:

- Although we make every effort to ensure your safety while using the waterslides, we do not assume responsibility for your safety or loss of personal equipment. In a sport of this nature an element of risk is inherent and beyond human control, and one must always be aware of the risk of drowning or injury in all activities that Kooacanusa Waterpark provides.
- There are inherent risks on the water park as far as slipping, falling, hitting bottom, anchors or chains (ex. drowning and collisions) - all patrons who use our park facilities use at their own risk and all participants are required to sign a **Release of Liability Form**.
- An adult must accompany children under the age of 12 at all times.
- In the event of lightning and/or windstorms, the entire water park will shut down and we require patrons to remain off the water until it is safe to return.
- Alcohol and/or drugs are not permitted in the waterpark. If you appear to be intoxicated or at risk of causing harm to yourself or others; you will be banned from the waterpark.
- Management reserves the right to refuse admittance and/or service to anyone. Management and/or staff will enforce the rules and park policies where they see fit. Anyone who does not follow park rules or the park policy is in breach of conduct and may be asked to leave the Water Park.
- It is a regulation that we close the waterpark and clear all patrons from the lake when thunder and/or lightning is detected. The park will remain closed for at least 30 minutes after the last detection of thunder and/or lightning has been heard or seen. We will not keep the water park open on cold rainy days. Management reserves the right to make decisions on re-opening and closing the park.
- Intolerable offensive language and/or behaviour will not be permitted on premises.
- **Release of Liability** will be required for all users participating in Kooacanusa Water Park Activities.
- It's mandatory for all users of the water park to wear their life jackets on the water park at all times. Sunshine rents proper approved life jackets, this is a daily rental and must be returned at the end of the day.
- Trained water safety personnel supervise our Water Park. Children under the age of twelve require adult supervision and parents should not leave their underage children unattended while out on the park.
- No animals are permitted in the park.
- Sunshine reserves the right to photograph, film, video tape, record, or otherwise reproduce the image and/or voice of any person who enters the park and use the images and/or voice on any promotional channels, be it electronic, print/digital or via the internet, without obtaining prior consent.
- **SLIDING TIPS:** To go on the slides get wet first, lie down on your back. All body slides must be ridden feet first, either by sitting or lying down. No Jumping off the tall structures of the Water Park.



## RELEASE OF LIABILITY FORM

**WARNING: THIS DOCUMENT SERIOUSLY AFFECTS YOUR LEGAL RIGHTS – PLEASE READ CAREFULLY**

In consideration of the services of Sunshine Houseboats & Marina, Kooacanusa Waterpark, and their agents, owners, officers, volunteers, participants, employees, and all other persons and entities acting in any capacity on their behalf (hereinafter collectively referred to as Kooacanusa Waterpark), I hereby agree to release indemnify and discharge Kooacanusa Waterpark on behalf of myself, my spouse, my children, my parents my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that participating in the Kooacanusa Waterpark involves known and unanticipated risks that could result in physical or emotional injury, paralysis, death or damage to myself, property or third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: slips, falls, head injuries, being struck by equipment, stuck by other participants, forces of nature including extremes of weather, lightning, and rapid weather changes, exposure to sun, heat stroke, exposure to sun, strong wind, cold, large waves, eddies and whirlpools, tidal conditions, surf and currents; the risk of collision with objects or other watercraft, crashing; the risk of boat capsizing and entrapment within the waterpark, the risk of collision with objects or other watercraft, drowning; the risk of exposure to insect bites; travel in remote areas of the course; illness in remote areas; aggressive and or poisonous marine life; risks, arm, shoulder and or back injuries; my own physical condition; accidental drowning and the physical exertion associated with these activities. Furthermore, Kooacanusa Waterpark employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions and the equipment being used might malfunction.
2. I understand that any photograph, sound recording, motion picture or video taken of me under this assignment is for the sole purpose of collecting and or representing factual information in the interest of serving the good work of Kooacanusa Waterparks in education, public good.

I hereby assign to the Kooacanusa Waterpark, all rights, title, and interest, including copyright, in and to any and all such photographs, sound recordings, motion pictures, or videos, and I hereby irrevocably authorize the Kooacanusa Waterpark, its officers, agents, and employees, without limitation, to reproduce, copy, sell, exhibit, publish, or distribute, in any medium now known or later developed, any and all such photographs, sound recordings, motion pictures, or videos in perpetuity for the purposes expressed above.

I further release and forever discharge the Kooacanusa Waterpark, its officers, agents, and employees from any and all claims and demands arising out of or in connection with the use of said photographs, sound recordings, motion pictures, or videos, including but not limited to any and all claims for invasion of privacy, defamation, or infringement of copyright. By signing below, I acknowledge that I have freely and voluntarily entered into this agreement.

3. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in the activity is purely voluntary and I elect to participate in spite of the risks.



Additionally, I agree to wear a Canadian Coast Guard approved personal flotation device (life jacket) throughout the participation of this event.

4. I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless Kooacanusa Waterpark, from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity or my use of Kooacanusa Waterpark's equipment, or facilities, including any such claims which includes negligent acts or omission of Kooacanusa Waterpark
5. Should Kooacanusa Waterpark or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
6. I certify that I have adequate insurance to cover injury or damage I may cause or suffer while participating, or else I agree to bear the cost of such injury or damage myself. I further certify that I am willing to assume all risks of any medical or physical condition(s) I may have. I assume full responsibility for any loss of personal property (camera, glasses, shoes, watches, etc..) and any costs associated with said loss.
7. In the event that I file a lawsuit against Kooacanusa Waterpark, I agree to do so solely in the Province of British Columbia, Canada, and I further agree that the substantive law of the province shall apply in that action without regard to the conflict of law rule of that province. I agree 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 this document, I acknowledge that if anyone is hurt or property is damaged during my participation in the activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Kooacanusa Waterpark on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms. For subjects under 18 years of age: I hereby certify that I am the parent or guardian of the person named below, and I do hereby give my consent without reservation to the foregoing on behalf of him or her.

