

**BIG SPLASH WATER SLIDE PARK
WAIVER AND EXCLUSION OF LIABILITY
ASSUMPTION OF RISKS**

**THESE CONDITIONS WILL AFFECT YOUR LEGAL RIGHTS INCLUDING THE RIGHT TO SUE OR CLAIM
COMPENSATION FOLLOWING AN INJURY**

PLEASE READ CAREFULLY!

As a condition for the entry and use of the water park and other on-site facilities, the ticket holder assumes all risk of personal injury, death or property loss/damage resulting from any cause whatsoever including but not limited to: the risks, dangers and hazards of water sliding and other recreational activities; the use of water park slides, pools, volleyball area and other facilities; collisions with natural or man-made objects, surfaces and other sliders; slipping and falling on surfaces, stairs, platforms and other facilities; improper body positioning within the water slides; improper landing after coming out of a water slide; the failure to adhere to the posted rules of conduct; accidents relating to the faulty or other performance of equipment (including flotation devices, waterslides and park facilities); the risk of exposure to and infection from viruses or disease (including coronavirus, COVID-19, SARS) due to the ticket holder's proximity to others while in the water park; or negligence, breach of contract, or breach of statutory duty of care on the part of Executive TFN Waterpark GP Ltd., Executive TFN Waterpark Limited Partnership and its limited partners, and each of their respective affiliates, shareholders, directors, officers, employees, agents, independent contractors, subcontractors, representatives, volunteers, sponsors, equipment manufacturers, successors and assigns (hereinafter collectively referred to as the "Waterpark Operator").

The ticket holder agrees that the Waterpark Operator shall not be liable for any such personal injury, death or property loss/damage and releases the Waterpark Operator from all liability and waives all claims with respect thereto. The ticket holder agrees that any litigation involving the Waterpark Operator shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia. The ticket holder further agrees that these conditions and any rights, duties and obligations as between the Waterpark Operator and the ticket holder shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction.

THE WATERPARK OPERATOR'S LIABILITY IS EXCLUDED BY THESE CONDITIONS

**PLEASE ADHERE TO THE PARK FACILITIES' RULES OF CONDUCT AND BE RESPONSIBLE FOR YOUR OWN
SAFETY IN ALL ACTIVITIES**

I, _____ have read, understood, and agree to the terms above for myself.

I, _____ have read, understood, and agree that my child (name)

_____ is visiting Big Splash Water Slide Park with my approval and

Date: _____ Signature: _____

General Park Policy

1. Appropriate swimwear required. (No full body wetsuits, thong swimwear, street clothes or swimwear with metal objects as these may damage the waterslides).
2. No outside food will be permitted. Outside alcohol is NOT allowed. Bags and Cooler will be checked
3. No intolerable or offensive language or behavior will be permitted on premises.
4. No persons allowed in pools, hot tubs, or on slides with open wounds.
5. Life jackets are required for small children and weak or non-swimmers.
6. Alcohol may only be consumed within the enclosed bar/patio area. Do not over indulge in alcohol. Suggested maximum 2 drinks per adult. Do not use the slides if your ability is impaired through the use of alcohol.
7. Pets are not allowed in the water park. Please do not leave pets inside vehicles for safety reasons.
8. Big Splash Water Park is monitored by video surveillance. Management reserves the right to refuse admittance to anyone.
9. Big Splash Water Park reserves the right to use any photography, video, and audio recording at these facilities, without written permission of park guests, to ensure the highest quality of service. We may use these for the purpose of promotional publications or other media materials.
10. All drones (Unmanned Aerial Systems) are prohibited at Big Splash Waterpark, and any unauthorized drone(s) observed over Big Splash will be reported to Transportation Canada and local law enforcement, regardless of its point of origin or operation. Drones may pose a potential safety risk and may violate Transportation Canada Guidelines.
11. The Waterpark reserves the right to close the park due to weather conditions for safety reasons at its sole discretion. We will make every effort to contact guests who have made bookings and offer to rebook another date. Check our Facebook page or website for the latest updates on operations.
12. Parents must accompany children 12 years and under at all times to ensure their safety and to respect physical distancing protocols.

Procedural Policy

1. Bags, and belongings may be checked upon entrance to the park.
2. Management is not held responsible for loss of any personal belongings.

In the event of lightning, we will shut down all the slides and require guests to remain out of the water until it is safe to return. Please follow all safety instructions by staff.

3. In the event of a power outage, a systematic shut down of the park will occur.
4. Procedures are in place for water testing & quality control. In the event of a safety concern, a pool shutdown may occur. Please inform staff if you have any concerns.
5. In the event of a missing child, notify staff immediately.
6. Pets are not allowed in our park and must not be locked in vehicles while parked in our lot.

Sliding Policy

1. Rides are for single riders only, except any double tube rides.
2. Riders must wait for the attendant's start signal before starting the ride.
3. All body slides must be ridden feet first, lying on back or in a sitting position.
4. Keep arms and hands inside the flume at all times.
5. Riders must not run, dive, stand, kneel, rotate or stop in the slide.
6. Tubes must be ridden sitting only, facing forward, with one person per tube hole.
7. No footwear allowed on the slides.
8. Height and weight restrictions apply to many of the rides in the park due to manufacturer's guidelines.
9. At the end of the slide, riders must obey all instructions by pool attendants and exit quickly.
10. There are inherent risks in water sliding (ex. drowning and collisions) – all guests use all park facilities at their own risk.
11. Pregnant women and persons with heart conditions or back problems should not use the slides, due to manufacturer safety guidelines.
12. All riders will respect physical distancing and safety protocols and follow directions of park staff.

Big Splash Water Park 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. Management reserves the right to refuse admittance and service to anyone. Management and staff will enforce the rules and park policies where they see fit. Anyone who does not follow slide rules or this park policy is in breach of conduct and may be asked to leave the premises. Big Splash Waterpark has a no refund policy. We will not refund admissions under any circumstances.

BE ADVISED THAT GUESTS USE ALL FACILITIES AT THEIR OWN RISK. ENTRANCE TO THE PARK IS DEEMED ACKNOWLEDGEMENT AND ASSUMPTION OF RISK.