



SUBMITTAL TO THE BOARD OF DIRECTORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

646



FROM: Regional Park & Open-Space District

SUBMITTAL DATE:  
2/1/11

SUBJECT: Authorization of Wave Loch Stand-Up Federation, Waiver, Release and Signage Agreement for the Jurupa Aquatic Center – District II

RECOMMENDED MOTION: That the Board Approves and:

1. Authorizes the Wave Loch Stand-Up Federation, Waiver, Release, and Signage Agreement (Agreement) between Aquatic Development Group, Inc. (Wave Loch) and the Regional Park and Open-Space District (District);
2. Authorizes the District General Manager, or his designee, to execute future ministerial amendments or renewals to this agreement; and
3. Instructs the Clerk of the Board to return three (3) executed copies of the Agreement to the District for transmittal and file.

BACKGROUND: On July 9, 1996, M.O. 3.15 and 3.16, the Board adopted Ordinance No. 762 and 763 authorizing the Riverside County Redevelopment Agency (Agency) and the District to assist each other in the cost and construction of the Jurupa Aquatic Center (Center) which is anticipated to be completed in the 2010-2011 fiscal year.

(continued on page 2)

2011-021D

Scott Bangle, General Manager

FINANCIAL  
DATA  
N/A

Current F.Y. Total Cost:	\$
Current F.Y. Net County Cost:	\$
Annual Net County Cost:	\$

In Current Year Budget:
Budget Adjustment:
For Fiscal Year:

SOURCE OF FUNDS:

Positions To Be Deleted Per A-30

Requires 4/5 Vote

C.E.O. RECOMMENDATION:

APPROVE

BY: Michael R. Shetler  
Michael R. Shetler

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL  
BY: [Signature] 2/16/11

Departmental Concurrence

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

Dep't Recomm.  WITH THE CLERK OF THE BOARD  Policy

Per Exec. Ofc.:  Consent  Policy

Prev. Agn. Ref.:

District: II

Agenda Number:

13.4

**SUBJECT:** Authorization of Wave Loch Stand-Up Federation, Waiver, Release and Signage Agreement for the Jurupa Aquatic Center –District II

**BACKGROUND:**

On July 13, 2010, M.O. 4.4, 9.10 and 13.1, the Board authorized the Lease Agreement between the Agency and District authorizing the District's maintenance and operation of the Center. District and Wave Loch are choosing to enter into an Agreement which will grant District limited rights to use, advertise, maintain, operate and promote the attraction generally known as "FlowRider®" at the Center.

There are no costs associated with District affiliation with Wave Loch.



## WAVE LOCH STAND-UP FEDERATION, WAIVER, RELEASE AND SIGNAGE AGREEMENT

This Federation Agreement ("Agreement") is made and entered by and between Wave Loch, Inc., a California Corporation having offices at 210 Westbourne Street, La Jolla, CA 92037 ("WAVE LOCH") and  
Riverside County Regional Park and Open-Space District ("OPERATOR"),  
and is effective as of the date of the last signature below.

WAVE LOCH is the authorized rights holder to certain intellectual property (patents, proprietary information and know-how) involving sheet wave water ride attractions generally known as the "FlowRider®" (hereinafter "Attraction");

WAVE LOCH has nurtured development of a cross-platform board sport analogous to surfing/snowboarding/wakeboarding/ skateboarding/ and skimboarding that involves a participant's use of stand-up 'flowboards' on the sheet wave Attraction. The sport commonly known as 'Flowboarding' is performed in a standing position with or without foot straps. Flowboards are commonly 12" wide by 42" long and made in laminate form from plastic, foam and wood analogous to a surfboard or wakeboard. To best promote the sport of 'Flowboarding', WAVE LOCH has established a federation of Attraction facilities that desire to align their local marketing and advertising strategy with the national and international marketing and advertising strategy coordinated by WAVE LOCH;

Federation participants understand that, in the long run, the alignment of local, national and international marketing and advertising strategy will result in increased media coverage and sponsorship revenues to all participants;

OPERATOR understands that by joining the Wave Loch Federation, it shall gain the organizing benefit of the competitive rules and regulations promulgated by WAVE LOCH. Consistency in the sports organizing body will engender increased participation at the local level, as well as, motivate participants to aspire and possibly achieve national and international competitive recognition. OPERATOR acknowledges that increased participation (i.e., repeat business) equates to increased revenues and that competitive events are an excellent source of valuable local media and public relations;

OPERATOR understands that there are costs associated with organizing and operating the Wave Loch Federation. To pay for these costs, WAVE LOCH solicits sponsor support from those companies that desire national or international media reach. To this end, WAVE LOCH requires that it retain a reservation of media and sponsor rights from each of its Federation participants specific to the sport of flowboarding. This Agreement sets forth the terms and conditions by which WAVE LOCH is authorized to retain such media and sponsor rights.


In consideration of the mutual benefits described herein, the parties agree as follows:

### 1. DEFINITIONS:

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Wholly owned subsidiaries include: Aquatic Builders, Ltd. • Aquatic Construction, Ltd. • Hydrotech Systems, Ltd. • Recreation Development, Inc.

P.O. Box 648 • 13 Green Mountain Drive • Cohoes, New York 12047 • Phone 518-783-0038 • Fax 518-783-0474 • [www.aquaticgroup.com](http://www.aquaticgroup.com)



For purposes of this license agreement the following terms shall have the specific meanings as set forth below:

- 1.1. "Licensed Attraction" (or "Attraction") shall mean the sheet wave water ride attraction generally known as the "FlowRider®" sheet wave attraction.
- 1.2. "Attraction Images" shall mean all images, photographs, film reproductions, digital computer or internet reproductions or other likenesses of the Attraction, or any user on, or associated with the Attraction.
- 1.3. "FlowRider Intellectual Property" (or "Intellectual Property") shall mean sheet wave Patents, proprietary information and know-how with respect to the Licensed Attraction.
- 1.4. "Competitive Events" shall mean flow-boarding (stand-up riding) or body-boarding involving use of one or more Licensed Attractions and involving a cash prize.
- 1.5. "Site" shall mean the physical location of the Attraction, i.e., JURUPA VALLEY AQUATIC CENTER
- 1.6. "Stand-up Riding" shall mean riding the Attractions in a stand-up position (i.e., flowboarding).
- 1.7. "Marks" shall mean specifically the FLOWRIDER® trademark and service mark substantially as set forth in Attachment "B" hereto, whether appearing alone or in combination with any other marks (if any) as may be authorized by WAVE LOCH

## 2. GRANT OF RIGHTS:

Subject to the terms, conditions and limitations set forth herein, WAVE LOCH hereby grants to OPERATOR, and OPERATOR hereby accepts a limited right and license to do the following:


- 2.1. use, advertise, maintain, operate, and promote the Attraction at the Site solely in accordance with this Agreement and the Design Documentation and Operations and Procedure Manual provided by WAVE LOCH to OPERATOR;
- 2.2. it will not promote or use the Attraction or permit others to promote or use the Attraction in an unsafe manner or in a manner that is contrary to the Design Documentation, Operations and Procedure Manual or the warnings and notices set forth in Attachment "A" hereto;
- 2.3. it will not modify or alter the Attraction in any way (except for routine maintenance or adjustments as authorized herein) without the express prior written authorization of WAVE LOCH; and
- 2.4. it will not increase or decrease the discharge flow rate or velocity of the Attraction beyond the limits specified in the Operations and Procedure Manual for the Attraction;
- 2.5. it will post, maintain and enforce all required warnings and notices as set forth in Attachment "A" hereto;
- 2.6. it will conduct stand-up flowboard events under the Marks solely in accordance with the terms and conditions of this Agreement and the rules and regulations as promulgated by the Wave Loch Federation;

- 2.7. The rights and licenses granted herein are only as specifically enumerated above and no other rights are intended by the parties or shall be implied by this Agreement, by any custom in the trade or by any course or history of dealing between the parties. All other rights are reserved to WAVE LOCH.
- 2.8. WAVE LOCH grants the OPERATOR the right to use the Attraction Images in the ordinary course of its business to promote and advertise the Attraction so long as the OPERATOR uses the Attraction Images under the conditions of this Agreement and the rules and regulations as promulgated and updated by the Wave Loch Federation.
- 2.9. Without limitation, it is specifically agreed and acknowledged that nothing herein shall be construed as granting OPERATOR:
  - 2.9.1. any ownership interest in or to the Licensed Rights;
  - 2.9.2. without prior written approval, any third-party advertising rights and sponsorship rights to the Attraction, Attraction Images, or the Marks (apart from OPERATOR's use of the Marks or Attraction Images to advertise and promote the Attraction to the general public at the Site);
  - 2.9.3. any right to sublicense or divide any of the rights granted herein;
  - 2.9.4. any merchandizing rights to the Attraction or the Marks (except as may be authorized by a separate Merchandizing Agreement, if any, entered into by the parties);
- 2.10. The rights and licenses granted herein are personal and non-assignable by the OPERATOR except as specifically authorized by WAVE LOCH in writing.
- 2.11. OPERATOR agrees to use the Marks in advertising and promoting the Attraction at the Site.
- 2.12. The OPERATOR agrees that it will require all patrons, including but not limited to; paying or complimentary guests, employees, maintenance staff, or any other riders, using the FlowRider® sign the Release Of Liability form attached hereto as Attachment C. If OPERATOR fails to obtain a signed Release of Liability form then the OPERATOR shall indemnify WAVE LOCH including all attorneys and court costs.

### 3. USE AND OWNERSHIP OF THE LICENSED RIGHTS

- 3.1. Great value is placed on the Marks and the goodwill associated with the Marks. Therefore, it is the intent of the parties that the terms and conditions of this Agreement shall be adequate and reasonable to assure the consuming public and the industry that the Attractions advertised and promoted by OPERATOR under the Marks are of the same consistently high quality as that offered by WAVE LOCH or others licensed under the Marks. Accordingly, OPERATOR shall use the Marks, if at all, only in the form and under the specific conditions as set forth herein and specifically as shown in Attachment "D". Without limitation OPERATOR agrees that:
  - 3.1.1. it will advertise and promote the Attraction in compliance with all local, State and Federal laws and shall at all times conduct its activities under this Agreement in a lawful manner;
  - 3.1.2. it will abide by the policies and procedures established by WAVE LOCH regarding proper trademark usage;
  - 3.1.3. it will not engage or become involved in any activities that diminish or tarnish the image or reputation of the Marks or of WAVE LOCH;



- 3.1.4. it will apply the Marks uniformly and consistently with respect to the Attraction and all brochures and materials advertising or promoting the Attraction as WAVE LOCH shall from time-to-time specify, and shall on all brochures and material distributed outside the U.S. include the following notice: "FLOWRIDER® is a registered trademark of Light Wave Ltd., Reno, Nevada, U.S.A. ALL RIGHTS RESERVED".
- 3.2. OPERATOR shall submit to WAVE LOCH for its prior approval any new uses of the Marks which have not previously been approved in writing. WAVE LOCH may, in its sole discretion, prohibit OPERATOR from using the Marks on or in connection with the advertising or promotion of any goods or services which fail to conform to the high quality standards prescribed by WAVE LOCH. Upon notification from WAVE LOCH, OPERATOR shall immediately discontinue its use of the Marks in connection with any such substandard goods or services.
- 3.3. In no event shall OPERATOR have the right to modify the Marks or use them in combination with other marks not licensed herein, or use the Marks as a trade name, company name, trade style, d.b.a. or fictitious name.
- 3.4. All uses by OPERATOR of the Marks, whether authorized or not, shall inure solely to the benefit of WAVE LOCH. OPERATOR further agrees that it has not and will not seek to obtain, either directly or indirectly, any registration of the Marks in any countries and that any such registrations so obtained are hereby irrevocably assigned to WAVE LOCH.
- 3.5. OPERATOR agrees to mark the Attraction with a patent notice in compliance with applicable patent marking requirements or as WAVE LOCH shall otherwise specify from time-to-time. The notice shall be substantially as follows:
- 3.5.1. "This attraction licensed under one or more of the following U.S. Patents: 4,564,190; 4,792,260; RE 34,407; 4,954,014; 5,171,101; 5,213,547; 5,236,280; 5,271,692; 5,401,117; 5,421,782; 5,393,170; 5,503,597; 5,564,859; 5,628,584; 5,738,590; 5,899,633; 6,132,317; and corresponding foreign patents and other patents pending."
- 3.6. OPERATOR agrees that it will not take any action, either directly or indirectly, challenging the validity of the Patents or the Marks or any other of the Licensed Rights or WAVE LOCH's lawful ownership or possession of the Licensed Rights anywhere in the world.
- 3.7. OPERATOR agrees to acknowledge in appropriate media and press releases the inventive origin for the Attraction, namely, Thomas J. Lochtefeld.
- 4. TERM AND TERMINATION:**
- 4.1.1. This Agreement shall continue in effect so long as the Attractions are operating at the Site, unless terminated sooner as provided below.
- 5. WAVE LOCH RESERVATION OF RIGHTS:**
- All rights not expressly granted to OPERATOR are expressly reserved to WAVE LOCH, including each of the following:
- 5.1. The exclusive right to make and install Licensed Attractions or similar sheet wave structures outside the Site.
- 

- 5.2. Title to all Attraction Images and the exclusive right to control all media, print, radio, television, video, internet, CD-ROM, DUD, DAT, film, still images, photographs and posters, including all copyrights and trade dress rights, movies, third-party advertising or sponsorships, or any other distribution media and production, in connection with any stand-up riding, Competitive Events or television/motion picture production; provided, however, that OPERATOR shall have the right to produce and distribute media advertising for the Site in the ordinary course of its business to promote and advertise the Attraction at the Site.
- 5.3. Web-broadcast: WAVE LOCH shall retain exclusive web-broadcast rights. WAVE LOCH grants to the OPERATOR a non-exclusive license to web-broadcast day-to-day non-professional/non-competitive event images, but only if the broadcast format and presentation of images is approved in writing by WAVE LOCH and is only through an exclusive direct link with respect to the web-broadcast of live or prerecorded video images to the "www.waveloch.com" or www.wavehouse.com websites [or other WAVE LOCH-controlled website(s) as directed by WAVE LOCH]. Any WAVE LOCH approved venue sponsor shall also be entitled to have a link connecting its web site to the web broadcast site for the Wave.

**6. WAVE RIDING CONTESTS OR EVENTS:**

- 6.1. Wave Riding Contests: The Wave Loch Federation shall be the exclusive sanctioning body for all competitive sheet wave riding events (such wave riding events are referred to herein as "Competitive Events") held at the OPERATOR facility; provided, that the Wave Loch Federation shall at all times establish and maintain objective criteria for (1) membership; (2) cost reimbursement; and (3) guidelines and specifications for competitions. Subject to the foregoing provision, OPERATOR agrees to abide by all Wave Loch Federation guidelines when conducting Competitive Events and that it shall not conduct any Competitive Events without a Wave Loch Federation sanction.
- 6.2. All body-boards and stand-up flow-boards shall be purchased from WAVE LOCH, Inc., or shall otherwise be of a design and construction certified and approved by the Wave Loch Federation and produced by a Wave Loch Federation certified manufacturer

IN WITNESS WHEREOF, WAVE LOCH and OPERATOR have executed this Agreement in one or more counterparts, each of which shall be deemed an original and all of which together will constitute one and the same instrument. To the extent there are any inconsistencies between this Wave Loch Federation Waiver, Release and Signage Agreement and any other previous versions of the Wave Loch Federation Agreement, this version shall control.

**OPERATOR:**

[ Riverside County Regional Park and Open-Space District ]

By: \_\_\_\_\_

Print name and title: Scott Bangle, General Manager

Dated: 2/10/11

**WAVE LOCH, INC.**

By: \_\_\_\_\_

Marshall Myrman, Chief Operating Officer

Dated: FEB 8<sup>TH</sup>, 2011

Regional Park and Open-Space District  
Board of Directors:

By: \_\_\_\_\_

President

Dated: \_\_\_\_\_

FORM APPROVED COUNTY COUNSEL  
BY: LANICA R-MCKENNA 2/16/11

Attachment "A"



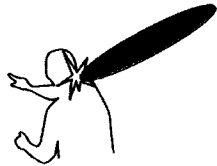
# WARNING

## WHAT ARE THE RISKS?

- RIDING THE FLOWRIDER IS AN EXTREME SPORT AND HIGH RISK RECREATIONAL ACTIVITY. YOU WILL FALL:



- FALLING MAY RESULT IN THE BOARD STRIKING YOUR BODY; OR YOUR BODY STRIKING THE SURFACE OF THE FLOWRIDER WITH GREAT FORCE:



- BEFORE ATTEMPTING TO RIDE, WATCH THE SAFETY VIDEO AND UNDERSTAND THE RISKS OF THIS ACTIVITY
- READ AND OBEY ALL POSTED SIGNS AND PICTORIALS
- OBEY ALL LIFEGUARD INSTRUCTIONS
- FAILURE TO COMPLY WITH SIGNS OR INSTRUCTIONS MAY INCREASE THE RISK OF SEVERE PERMANENT INJURIES OR EVEN DEATH

THERE ARE INHERENT RISKS IN THE PARTICIPATION OF ANY AMUSEMENT RIDE, DEVICE, OR ATTRACTION. YOUR PARTICIPATION IN THIS ACTIVITY IS VOLUNTARY, AND AS SUCH, YOU ARE ASSUMING SUCH RISKS.

THE FOLLOWING TECHNIQUES MAY HELP MINIMIZE THE RISK OF INJURY:



TUCK INTO A BALL AS YOU BEGIN TO FALL



COVER YOUR HEAD & FACE WITH BOTH ARMS & HANDS



TRY TO ORIENT FEET FIRST BEFORE HITTING ANY SURFACE



# HOW TO BODYBOARD



**PROPER BOARD POSITION**  
PLACE SLICK SIDE FACING DOWN  
FLOWRIDER LOGO FACING UP  
BOARD'S ROUND TAIL AT STOMACH



**GENTLE ENTRY**  
PLACE BOARD INTO FLOW AND  
AIM TOWARD THE FRONT-CENTER



**USE OF LEGS**  
CONTROL YOUR MOVEMENT BY  
USING YOUR LEGS AS RUDDERS



**ELBOWS AND HANDS ON TOP**  
KEEP YOUR ELBOWS IN AND FINGERS  
ON TOP OF BOARD RAIL



**PUSH DOWN = GO DOWN**

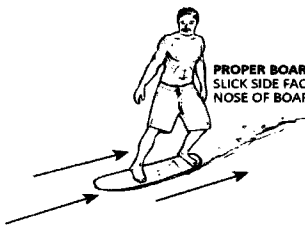


**PULL UP = GO UP**

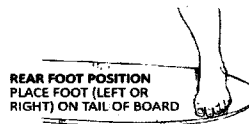


**LEAN TO TURN**

# HOW TO FLOWBOARD "Stand-up"



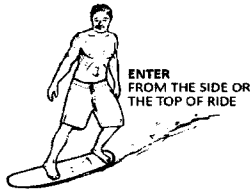
**PROPER BOARD POSITION**  
SLICK SIDE FACING DOWN  
NOSE OF BOARD FACING FLOW



**REAR FOOT POSITION**  
PLACE FOOT (LEFT OR  
RIGHT) ON TAIL OF BOARD



**FRONT FOOT POSITION**  
PLACE FOOT (LEFT OR RIGHT)  
ON FRONT-MIDDLE OF BOARD



**ENTER**  
FROM THE SIDE OR  
THE TOP OF RIDE



**KEEP ALL WEIGHT ON  
REAR FOOT WHEN RIDING**



**BEND KNEES  
TO HELP BALANCE**

## **WARNING - TO MINIMIZE RISK OF INJURY:**

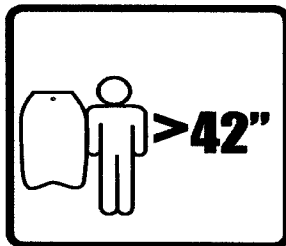
- DO NOT STEP OFF BOARD ONTO INCLINED RIDE SURFACE
- AVOID THE SIDE SURFACES WHERE THERE IS MINIMAL WATER FLOW



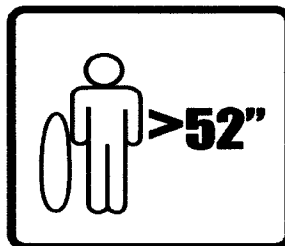
# WHO CAN RIDE THE FLOWRIDER®

For your safety, participate only if in good health. Only YOU know your physical condition or limitations. If you suspect that your health or safety could be at risk, or you could aggravate a pre-existing condition of any kind, DO NOT RIDE!

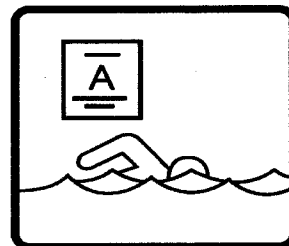
## Minimum Requirements:



You must be at least 42" to bodyboard

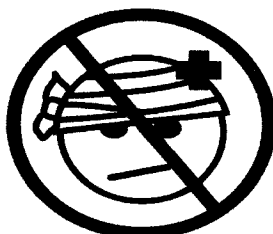


You must be at least 52" to stand-up ride



You must be able to swim in fast moving turbulent water

## Do NOT participate if you have any of the following conditions:



Recent Surgery or Illness



Heart Condition



Neck, Back or Bone Ailments



Pregnancy



High Blood Pressure or Aneurysms



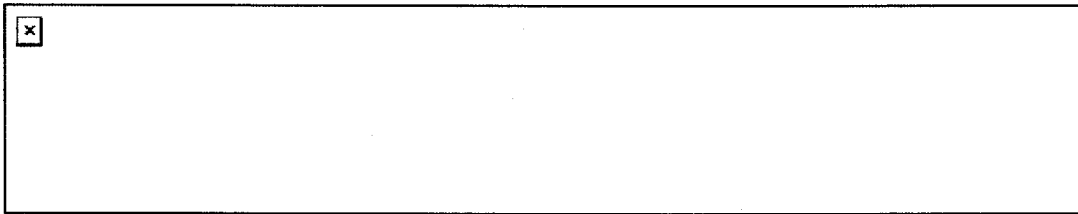
Under the Influence of Drugs or Alcohol

© 2009 Wave Loch LLC, all Rights Reserved. The FlowRider® sheet wave attraction is proprietary technology covered by one or more of the following U.S. Patents: 4,564,190; 4,792,260; 4,954,014; 5,171,101; 5,213,547; 5,236,280; 5,271,692; 5,401,117; 5,421,782; 5,393,170; 5,503,597; 5,564,859; 5,628,584; 5,738,590; 5,899,633; 6,105,527; 6,132,317; 6,319,137; 6,460,201; 6,491,589; 6,676,530; 6,716,107; 6,738,992; 6,758,231; 6,928,670; 6,957,662; 7,040,994; ; RE 34,407; RE 39,171 and other patents pending. Global coverage is provided by patents and pending applications in foreign countries.

**Attachment "B"**

**"FLOWRIDER®"**

FlowRider Logos:



Which Logo will appear on the ride surface of the Attraction in white.

A handwritten signature or mark in the bottom right corner of the page, consisting of a stylized, cursive-like scribble.

Attachment "C"

FlowRider® Voluntary Acknowledgement of Risks, Release of Liability and Indemnity Agreement

First Name		Last Name		Middle Initial
Street Address, City and Zip			Birth Date	Age
Emergency Contact Name		Emergency Contact Telephone		

RIDING ON THE FLOWRIDER® IS AN EXTREME SPORT AND HIGH RISK RECREATIONAL ACTIVITY. SHEET WAVE SURFING ON OR IN PROXIMITY TO THE FLOWRIDER® MAY RESULT IN PHYSICAL OR MENTAL INJURY, ILLNESS OR DISEASE, OR DEATH.

This document affects your legal rights. By writing your signature below, you acknowledge that you have read and understood the disclosures of risks, voluntarily accept those risks, and agree to be bound by all terms of this Release of Liability and Indemnity Agreement

My signature acknowledges that I or the minor for whom I am a legal guardian (collectively referred to as "I", "me", or "my") have voluntarily chosen to participate in the sheet wave surfing attraction known as the FlowRider® or use a Flowboard™ (collectively referred to as the "Activities") and to use the facilities at [ Insert Facility Name ], including but not limited to the FlowRider® (collectively referred to as the "Facilities").

In consideration for the permission to participate in the Activities and use the Facilities, I acknowledge, agree, promise and covenant on behalf of myself, my heirs, assigns, personal representatives and estate with WAVE LOCH, INC., AQUATIC DEVELOPMENT GROUP, INC. and [ Insert Owner Name ] each of their lessors, parent companies, subsidiaries, related companies and business concerns, past and present, and each of them, as well as each of their partners, trustees, directors, officers, members, intellectual property holders, agents, attorneys, servants and employees, past and present, and each of them (collectively, "Releasees") as follows:

ACKNOWLEDGEMENTS OF RISKS: I UNDERSTAND AND ACKNOWLEDGE that the Activities in which I am about to voluntarily engage bear certain known risks and unanticipated risks that could result in PHYSICAL OR MENTAL INJURY, DEATH, ILLNESS OR DISEASE, OR DAMAGE to me or my property. I understand and acknowledge those risks may result in claims against Releasees. However, I am making an informed choice to voluntarily accept such risks due to the thrills, excitement and benefits of the Activities, and I agree that the benefit of the Activities outweigh the risks, which include but in no way are limited to:

- (1) The acts, omissions or negligence in any degree of Releasees, or their agents or employees;
- (2) the risks inherent in the Activities, including but not limited to any injuries such as a) broken bones, b) dislocations, c) torn ligaments and tendons, d) sprains and strains, e) cuts to the head, body and/or limbs, f) torn nails, and g) bumps and bruises suffered while riding these extreme sporting attractions;
- (3) latent or apparent defects or conditions of the Activities or the Facilities;
- (4) improper or inadequate instruction or supervision regarding the Activities or use of the Facilities
- (5) the behavior of co-participants;
- (6) accidents or incidents in the Facilities, including but not limited to accidents or incidents in wet areas, such as pool decks, tiled, concrete or other wet surfaces; and/or
- (7) first aid, emergency treatment or services rendered or failed to be rendered by Releasees, or their agents or employees.

I UNDERSTAND AND ACKNOWLEDGE that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, anticipated or unanticipated may also result in injury, death, illness, disease, or damage to me or to my property. I FURTHER ACKNOWLEDGE that I am in good physical and mental health, and not suffering from any condition, disease or disablement which would or could potentially affect participation in the Activities or use of the Facilities. Further, I acknowledge that I am not purchasing or leasing the attraction, but rather, am being afforded a non-exclusive right to use the attraction. Additionally, I acknowledge that Releasees are providing recreational services.

VOLUNTARY ACCEPTANCE AND ASSUMPTION OF RISK AND RESPONSIBILITY: I EXPRESSLY AND VOLUNTARILY AGREE, COVENANT AND PROMISE TO ACCEPT AND ASSUME ALL RESPONSIBILITIES, AND RISK FOR INJURY, DEATH, ILLNESS OR DISEASE OR DAMAGE to me or to my property arising from the participation in the Activities or use of the Facilities.

RELEASE AND INDEMNITY: I VOLUNTARILY RELEASE AND FOREVER DISCHARGE AND COVENANT NOT TO SUE Releasees and all other persons or entities affiliated therewith, from any and all liability, claims, demands, actions or rights or action, which are related to, arise out of, or are in any way connected with the participation in the Activities or use of the Facilities, including, but specifically not limited to any and all negligence or fault of Releasees. I UNDERSTAND THIS IS A RELEASE OF LIABILITY THAT IS VALID FOREVER, and will apply to all current and future participation in the Activities or use of the Facilities. I understand that this RELEASE OF LIABILITY will prevent me, my child, my heirs or my estate from bringing any action at law, suit in equity, or other jurisdictional proceeding or making any claim for damages, injury or death in the event of damage, injury or death arising from participation in the Activities or use of the Facilities.

I FURTHER AGREE, PROMISE AND COVENANT TO HOLD HARMLESS AND TO INDEMNIFY Releasees, and all other persons or entities from all defense costs, including attorneys' fees, or any other costs incurred in connection with claims for mental or bodily injury, wrongful death or property damage that may be filed by me, my child, my heirs or my estate. Such indemnity and defense obligation shall further extend to any claim, loss or lawsuit which alleges that I negligently or intentionally caused any injury, death or damage to spectators or other third parties in the course of my participation in the Activities.

AUDIO AND PHOTOGRAPHIC IMAGE RELEASE: I agree to a blanket release of all of my audio, video, and photographic image rights arising out of my participation in or around the Activities and I hereby grant to Releasees the right to use my audio video, and photographic images in perpetuity (no matter by whom taken or recorded) in any manner for publicity, promotions, advertising, marketing, trade or commercial purposes, without reimbursement of any kind due to me or the need to pay me any fee whatsoever.

ENTIRE AGREEMENT, SEVERABILITY AND VENUE: I understand that this is the entire Agreement between the undersigned and Releasees, and that it cannot be modified or changed in any way by the representations or statements of Releasees or any employee or agent of Releasees, or by the undersigned. I understand and agree that this Agreement is severable and that if any clause is found to be invalid, the balance of the contract will remain in effect and will be valid and enforceable. I agree that any action will be brought in a court in the County of San Diego, State of California or alternatively, in a court of competent jurisdiction in the State of California. Any disputes will be subject to and determined under the laws of the State of California.

I have read this entire document, understand it completely, and agree to be bound by its terms.

Participant's Legal Name (please print): \_\_\_\_\_

Participant's Signature: \_\_\_\_\_

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

(If Participant is a minor) Legal Guardian Name: \_\_\_\_\_

(If Participant is a minor) Legal Guardian Signature: \_\_\_\_\_

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

**AFFIDAVIT OF PARENT OR LEGAL GUARDIAN**

I, the undersigned, declare that I am the parent of, or the legal guardian of, the below named minor, and have the capacity to execute documents on behalf of such minor. I understand that as a condition to participate in sheet wave surfing on the FlowRider<sup>®</sup> the parent or legal guardian of the minor participant must sign certain legal documents, including but not limited to Acknowledgements of Risks, Releases, and Indemnity Agreements. I am signing those documents, freely, without any fraud or duress and acknowledge that I have read and understand the same.

In the event that it is determined that I am not the parent or legal guardian of the minor, or did not have the legal capacity to execute the documents on behalf of said minor, then I agree to defend and indemnify: WAVE LOCH, INC., AQUATIC DEVELOPMENT GROUP, INC. and [ Insert Owner Name ], each of their lessors, parent companies, subsidiaries, related companies and business concerns, past and present, and each of them, as well as each of their partners, trustees, directors, officers, members, intellectual property holders, agents, attorneys, servants and employees, past and present, and each of them, if any litigation is instituted, as a result of any injury or death or claim for damage arising out of, relating to, or in any way connected with, minor's participation in sheet wave surfing on the or FlowRider<sup>®</sup> or use of the Facilities. I understand that this indemnity provision is in addition to (and not in lieu of) any other indemnity provision found in this document.

Participant's Legal Name (please print): \_\_\_\_\_

Legal Guardian Name: \_\_\_\_\_

Legal Guardian Signature: \_\_\_\_\_

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



Attachment "D"

## WaveLoch<sup>®</sup> Brand Resource Guide

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# brand resource guide

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# FlowRider® Trademark Standards Manual

This document contains the graphic standards governing use of the FLOWRIDER® trademarks. The FLOWRIDER® trademarks includes the following marks (both word marks and logos):

FLOWRIDER®  
Or  
FlowRider®

The use of all marks must be uniform and consistent with respect to all applications. Wave Loch, Inc reserves the right to reject any usage, in its sole discretion, for non-compliance with these standards.

### 1. FLOWRIDER®:

When using the FlowRider® or FLOWRIDER® word marks:

FlowRider® and FLOWRIDER® are written as one word describing the Licensed Attraction.

It is permissible to use all capital letters ("FLOWRIDER®"). If lower case letters are used, then, the "F" in Flow, and the "R" in Rider, must be capitalized. Place ® immediately to the right of the word mark whenever it is used in a prominent manner. The registered mark symbol "®" should be used whenever possible.

Correct: FlowRider® or FLOWRIDER®

Incorrect: Flow Rider or flowrider or FLOW RIDER

In addition to or instead of using the ®, when the word mark is used within any given sign, document, publication, ad or text, the following indication should be used to indicate that the mark is a registered trademark of Wave The Planet, LLC: "FlowRider® is a registered trademark of Wave The Planet, LLC"

FlowRider® or FLOWRIDER® should be used as an adjective only. It should not be used as a verb or noun.

Correct: Come experience the FLOWRIDER® sheet wave water ride.

Incorrect: FlowRidering is more fun than surfing.

Incorrect: FLOWRIDER is amazing!

The FLOWRIDER® trademarks must only be used in association with its own source. It must not be combined with other trademarks in a manner that would make the source unclear or confusing. The following are examples of incorrect and correct usage:

Correct: Joe's Water Park™ featuring the FLOWRIDER® water ride  
or  
Joe's Water Park featuring the FlowRider® sheet wave water ride (in different fonts)

Incorrect: Joe's Water Park-FLOWRIDER



## BASIC ELEMENTS FlowRider® Logo Color Requirements

Whenever possible our logo should appear in blue and gray. For black and white applications, it may be reproduced in black or reversed out white (on blue or black background).

### Color Application



Blue  
Pantone 282  
CMYK  
C: 100  
M: 68  
Y: 0  
K: 54



Gray  
CMYK  
C: 0  
M: 0  
Y: 0  
K: 50

RGB  
R: 0  
G: 45  
B: 98  
#: 02D62

RGB  
R: 147  
G: 149  
B: 152  
#: 939598

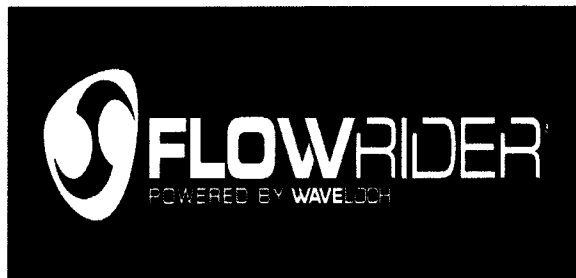
### Black and White Application



Black  
CMYK  
C: 0  
M: 0  
Y: 0  
K: 100

RGB  
R: 0  
G: 0  
B: 0  
#: 0000000

### Reversed Out Application





## BASIC ELEMENTS FlowRider™ Logo Background

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The preferred placement of the logo in most applications is on a white background.

If you're placing the logo over an image, choose the area where the logo will be most prominent with neutral colors and less distraction from other elements.

### On White - Preferred



### On Blue



### On Image



A handwritten signature or mark is located in the bottom right corner of the page.

## BASIC ELEMENTS FlowRider<sup>®</sup> Logo Clear Space and Minimum Size

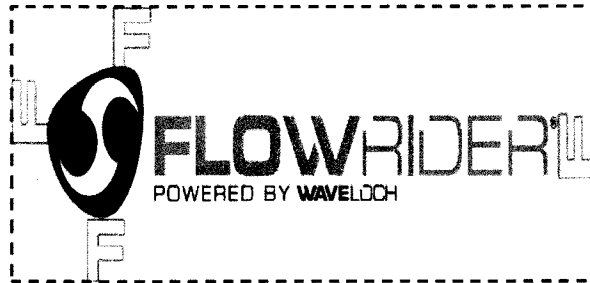
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We have specified a minimum of clear space to protect our logo and help it stand out with maximum impact.

The clear space should equal the height of the uppercase "F" in the FlowRider logo when used by itself. This rule must be applied in all applications.

The minimum size requirement for the logo is 1.5" in length.

### Logo Space



### Minimum Size



# BASIC ELEMENTS FlowRider® Logo Do Nots

There is only one FlowRider Logo and other logos or symbols should not be developed and used in its place.

The FlowRider logo must never be altered in any way. Always use the FlowRider logo electronic artwork that has been provided.

Compliance is essential to establish a true global brand. Keep in mind that the FlowRider logo is a registered trademark.

On this page, there are a few examples of incorrect uses of the FlowRider logo.



Do not change the color of the logo.



Do not italicize the logo..



Do not remove the WaveLoch symbol or "Powered by WaveLoch" in the logo.



Do not outline the logo.



Do not add drop shadows to the logo.



Do not add color gradients to the logo.



Do not use logo in copy.



Do not place a border around our logo.



Do not place the logo at an angle.



Do not typeset or recreate logo in another typeface.



Do not place our color logo on a background other than white, unless there is enough contrast.



Do not place logo on a busy background.



## FlowRider<sup>®</sup> Logo Requirements

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The logo must always include the appropriate trademark symbol (®).

The trademark must be legible.

The blades in the symbol must be transparent, allowing the background to show through.

The logo must never be squashed, twisted, cropped, or distorted from its original ratios and boundaries.

### Preferred Logo Requirements

The core logo has been designed as the primary company logo. This preferred logo should be used whenever possible.

The "Powered by Waveloch" should never be removed, altered or moved.



# brand resource guide

A small, handwritten mark or signature in the bottom right corner of the page.