PARTICIPANT WAIVER, RELEASE, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT

RIVERSPORT FOUNDATION•BOATHOUSEDISTRICT GROUNDS•CHESAPEAKE BOATHOUSE •DEVONBOATHOUSE• CHESAPEAKEFINISHLINE TOWER • UCO BOATHOUSE • LAKE OVERHOLSER BOATHOUSE • STROUD HOUSE • CITY OF OKLAHOMA CITY • OKLAHOMA CITY WATER UTILITIES TRUST • EXCHANGE BOATHOUSE.

IN CONSIDERATION of being given the opportunity to participate in any OKC RIVERSPORT FOUNDATION (Riversport) activities ("Activity") including scheduled, supervised programs, rental activities and adventures, registered regattas, and any activity taking place in buildings or on grounds managed or owned by the Foundation during the policy term 12/31/25 – 12/31/26, I, (for myself, or my minor child(ren)) for myself, my personal representatives, assigns, heirs, and next of kin

General Release - I acknowledge and agree that this Participant Waiver, Release, Assumption of Risk and Indemnification Agreement (the "Agreement") covers and is intended to release and provide other benefits, legal protections, and consideration to Riversport Foundation and their agents, owners, officers, managers, shareholders, affiliates, volunteers, participants, employees, assigns, and all other persons or entities acting in any capacity on their respective or collective behalf ("Releasees"). If I, or anyone on the minor's behalf makes a claim against any of the above releasees, I will indemnify, save, and hold harmless each of the releasees from any litigation expenses, attorney fees, loss liability, damages, or cost any may incur as a result of such claims.

Release of Potential Injuries for Activities - I acknowledge that Riversport Foundation activities will include rowing, kayak, dragon boating, canoeing, pedal boating, stand-up paddle boards, fitness, zip line, rock climbing, ropes course, bicycling, whitewater rafting/kayaking, OneWheel, surfing, skiing, ice skating, tubing, fishing, esports, and other adventure sports, both on water and land based. I agree that the use of these activities, or observation of others using these attractions has inherent and obvious dangers. These risks include serious physical or emotional injury, paralysis, death, damage to me, the Child, and/or third parties, and may include damage to personal property of any or all such persons. I understand that these risks are inherent in the essential qualities of the activities and cannot just be removed without substantially changing the activity. I further agree that these activities are for recreational purposes and completely voluntary. I also agree to use Riversport Foundation attractions in a safe and responsible manner.

Release of Potential Infection of Disease and Viruses - I acknowledge that Riversport Foundation is a public location with many guests and employees who utilize the space on a daily basis. I further recognize that while Riversport Foundation practices appropriate and reasonable cleaning practices, I could still potentially get infected with a disease or virus, including, but not limited to COVID-19, through my participation in, or observation of others participating in, Riversport Foundation activities. I fully release Releasees from any claim against them regarding the contraction of a disease or virus for myself or the Child.

Voluntary Assumption of Risk - I acknowledge and agree that I and the Child are participating voluntarily at our own risk. I acknowledge and agree that the actions or activities of other customers or the actions or inactions of Riversport Foundation employees could cause me or the Child significant bodily injury (as described within), and that Riversport Foundation is not responsible for the actions or activities of customers using Riversport Foundation activities or the negligence of its employees in supervising Riversport Foundation activities, including actions, activities, or omissions that result in such harm. I specifically acknowledge and assume the risk that participants may: 1.) Die or become paralyzed, partially or fully, through their use of Riversport Foundation facility and participation in Riversport Foundation activities; 2.) Suffer cuts, scrapes, bumps, bruises, or sprain, pull break or otherwise seriously externally or internally injure their head, face, neck, torso, spine, arms, wrists, hands, legs, ankles, feet, or other body part as a result of falling off any Riversport Foundation activities, landing improperly on equipment, or making contact with other participants; 3.) Suffer from the transmission of disease strains and allergic reactions or suffer heat stroke, heart attacks, dehydration and other exertion-related medical events through use of Riversport Foundation facilities or Riversport Foundation activities; 4.) Suffer from serious injuries due to unpredictable body movements and anticipated or unanticipated bodily contact caused by double bouncing, flipping, running, or bounding off walls; or 5.) Suffer from similar physical injury from observing, standing, sitting, or taking photographs at or near any Riversport Foundation activities, even if the observer is not participating. Agreement to Pay My Own Medical Expenses - I acknowledge, accept, and assume the risk of any and all medical conditions, limitations, or disabilities (whether temporary or permanent) that I or the Child possess, whether known or unknown, which might contribute to or exacerbate any injury or illness that I or the Child might sustain as a result of using Riversport Foundation activities. I acknowledge and agree that if medical assistance (of any form, including emergency care, hospitalization, out-patient care, and/or physical/occupational therapy) is required or performed as a result of any injury I or the Child sustains while using Riversport Foundation activities, such assistance shall be at my own expense. Arbitration - I AGREE THAT ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF, OR RELATING TO, MY OR THE CHILD'S ACCESS TO, USE, OR ABILITY TO OBSERVE OTHER'S USING THESE ATTRACTIONS, INCLUDING THE DETERMINATION OF THE SCOPE OR ABILITY TO ARBITRATE THIS AGREEMENT SHALL BE DETERMINED BY ARBITRATION IN OKLAHOMA COUNTY, OKLAHOMA BEFORE ONE ARBITRATOR. JUDGEMENT ON ANY AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION. The Arbitration shall be in accordance with the JAMS Rules of Arbitration, which can be found online at jamsadr.com. I understand that by agreeing to arbitrate any dispute as set forth in this section, I am waiving my right, and the right(s) of the Child, to maintain a lawsuit against Releasees. Further, I acknowledge that by agreeing to arbitrate, I understand that I, the Child, and Riversport Foundation will NOT have the right to have claim(s) determined by a jury.

Time Limit to Bring Claim(s) - I AGREE THAT ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING OUT OF, OR RELATING TO, MY OR THE CHILD'S ACCESS TO, USE, OR ABILITY TO OBSERV OTHER'S USING THESE ATTRACTIONS, INCLUDING THE DETERMINATION OF THE SCOPE OR ABILITY TO ARBITRATE THIS AGREEMENT SHALL BE BROUGHT WITHIN ONE YEAR OF ITS ACCRUAL (i.e., the date of the alleged injury). Photo/Video/Social Media Wavier - In connection with my and the Child's use of Riversport Foundation Facilities and Activities, I consent to the recording of the Child's and my physical likeness and/or voice through mechanical, photographic, technical, digital, electronic, or other means ("Recordings"). I hereby consent to and authorize Riversport Foundation and its agents, representatives, employees, successors, and assigns to use, in perpetuity, such Recordings, as well as the Child's name and my name, for any purpose, including advertising, promoting, exploiting and/or publicizing any Riversport Foundation Facility. I further agree that the foregoing includes the consent to use the Child's and/or my physical likeness in any form. In addition, I waive any and all claims that I or the Child may have in connection with the Recordings.

Release of Liability - I hereby release, discharge, and covenant not to sue Riversport Foundation, USRowing, Metro Technology Centers, American Canoe Association, US Rafting Association, Oklahoma City University, University of Central Oklahoma, Oklahoma State University, Central Oklahoma Transportation & Parking Authority, Hornblower Marine Services, City of Oklahoma City, their administrators, directors, agents, officers, volunteers and employees, other participating regatta organizers, any sponsors, advertisers, and if applicable, owners and lessors of premises, on which the Activity takes place, (each considered one of the Releasees herein) from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations; release and discharge them from any and all claims whatsoever in connection with the use of my (or my minor child's) image; and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any may incur as the result of any such claim.

SURFOKC General Release - RIDING ON THE FLOWRIDER® IS AN EXTREME SPORT AND HIGH RISK RECREATIONAL ACTIVITY. SHEET WAVE SURFING OR BOOGIE BOARDING ON OR IN PROXIMITY TO THE FLOWRIDER INVOLVES HIGH SPEED WATER, FALLING, COLLISIONS WITH THE EQUIPMENT AND THE VEHICLE, MAY RESULT IN PHYSICAL OR MENTAL INJURY, ILLNESS OR DISEASE, OR DEATH. BY SIGNING THIS WAIVER: My signature acknowledges that for myself and/or the minor for whom I am a legal guardian, (collectively "Participants") have voluntarily chosen to participate in the recreational activity of a sheet wave surfing attraction known as the FlowRider either using a boogie board or a flowboard (collectively referred to as the "Activities") and Participants UNDERSTAND AND ACKNOWLEDGE that they EXPRESSLY AND VOLUNTARILY AGREE, COVENANT AND PROMISE TO ACCEPT AND ASSUME ALL RESPONSIBILITIES, for certain known RISKS and unanticipated RISKS associated with the Activities. Participants UNDERSTAND AND ACKNOWLEDGE those RISKS may result in claims for injuries and damages, however, Participants are making an informed choice, (by reading all signage, watching the Safety Training Video, informing the attendants of Participants experience with the Activity, and asking any questions that Participants have), to voluntarily accept such RISKS. Because of the thrills, challenges and benefits of Activities, and the Participants agree that the benefits of participation in the Activities outweigh the RISKS. RELEASE OF CLAIMS: Therefore, Participants hereby acknowledge, agree, promise and covenant on behalf of themselves, their heirs, assigns, personal representatives and estate to RELEASE, HOLD HARMLESS and COVENANT NOT TO SUE FLOWRIDER, INC. AQUATIC DEVELOPMENT GROUP, INC., WHITEWATER WEST INDUSTRIES, LTD, RIVERSPORT FOUNDATION, CITY OF OKLAHOMA CITY, their administrators, directors, agents, officers, volunteers and employees, and if applicable, owners, lessors, sponsors, and advertisers of premises, on which the activity takes place (each considered one of the Releases herein) from any and all claims, demands, damages, and causes of action, of every and all kinds, in law, equity or otherwise, whether now known or unknown, identified or unidentified, anticipated or unanticipated, ("Claims") based on, related to or by reason of Participants participation in, and including any and all RISKS associated with, the Activities. ParticipantsUNDERSTAND THIS IS A RELEASE OF LIABILITY THAT IS VALID FOREVER, and will apply to all current and future participation in the Activities. INCLUDED IN THE RELEASED MATTERS are Claims related to the following listed RISKS which are presented for clarification and information, but which Participants UNDERSTAND AND ACKNOWLEDGE is not a complete or exhaustive list: LIST OF RISKS: (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, g) bumps and bruises, and h) death, suffered while participating in the ACTIVITIES, which are understood to be extreme sporting attractions; (3) latent or apparent defects or conditions of the Activities; (4) improper or inadequate instruction or supervision regarding the Activities (5) the behavior of co-participants; (6) first aid, emergency treatment or services rendered or failed to be rendered by Releasees, or their agents or employees, (7) any design, installation or manufacturing defects in the Flowrider, (8) design or manufacturing defect in a Flowrider, Inc. flowboard, and (9) any and defect, shortcoming, or inadequacy of any Flowrider signage, training, or instructional videos. PHYSICAL CONDITION: 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, and by Participants' observing the Activities in person and watch the Safety Training Video will allow Participants to determine if they capable of participating in the Activity. I FURTHER AGREE, TO INDEMNIFY Releasees, 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 Participant, the minor for whom I am a legal guardian, my heirs or my estate. Such indemnity and defense obligation shall further extend to any claim, loss or lawsuit which alleges that Participants negligently or intentionally caused any injury, death or damage to spectators or other third parties in the course of Participants participation in the Activities. 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. Participants 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. This document affects my legal rights and those of the minor for whom I am a legal guardian.

PARENT OR GUARDIAN CONSENT

[_____] 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 the Activities the parent or legal guardian of the minor participant must sign certain legal documents, namely this FLOWRIDER ACKNOWLEDGMENT OF RISKS, RELEASE OF CLAIMS AND INDEMNITY AGREEMENT. I am signing those documents, freely, voluntarily without any fraud or duress and acknowledge that I HAVE READ AND UNDERSTOOD THE ENTIRE AGREEMENT IN A TIMELY FASHION the above AGREEMENT CONFIRM YOU HAVE THE LEGAL RIGHT TO SIGN: 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: FLOWRIDER, INC., AQUATIC DEVELOPMENT GROUP, INC., WHITEWATER WEST INDUSTRIES, LTD.] each of their 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 Riversport Foundation OKC 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 the ACTIVITIES. I understand that this indemnity provision is in addition to (and not in lieu of) any other indemnity provision found in this document.

AS THE INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF A MINOR OR OTHER INDIVIDUAL, I AGREE TO FULLY INDEMNIFY AND HOLD HARMLESS RELEASEES, FOR ANY AND ALL CLAIMS CONNECTED WITH, ARISING OUT OF, OR RESULTING FROM THE INDIVIDUAL OR THE CHILDS USE OF RIVERSPORT FOUNDATION FACILITIES OR ATTRACTIONS.
BY SIGNING THIS DOCUMENT, I REPRESENT THAT I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS, CAUSES OF ACTION FOR MY OR THE CHILD'S LOSS, DAMAGE, OR INJURY, INCLUDING DEATH, WHETHER OR NOT KNOWN OR ANTICIPATED, THAT OCCUR WHILE ON THE PREMISES OF RIVERSPORT FOUNDATION. I FURTHER UNDERSTAND AND AGREE TO INDMNIFY RELEASEES FOR ANY LIABILITY FOR ANY INJURY, DAMAGE OR LOSSES OF ANY KIND CAUSED BY MY NEGLIGENT OR INTENTIONAL ACTS WHILE ON THE PREMISES OF RIVERSPORT FOUNDATION. THE SIGNATURE BELOW IS PROOF OF MY INTENTION TO EXECUTE A COMPLETE AND UNCONDITIONAL WAIVER, RELEAS AND INDEMNIFICATION OF ALL LIABILITY TO THE FULL EXTENT OF THE LAW.

I have read and understand the terms of this Agreement and unconditionally agree to its full terms, statements, warranties, notices, representations, waivers, and releases on behalf of both myself and marital community, if any, and my child or ward, whose name is:

Child's First Name: _____ Last Name: _____ DOB: _____

All such terms, statements, warranties, notices representations, waivers, and releases fully apply to my child or ward as if I was the participant. I understand that, by signing this Parer or Guardian Consent, I am giving up important legal rights both on behalf of myself and the Child, regarding potential rights and claims against Riversport Foundation. 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. I hereby warrant and represent that if I am neither the Child' Parent nor legal Guardian, I have been granted the expressed authority to execute this Agreement by, and on behalf of, the Child's Parent or Guardian.

INDIVIDUAL, PARENT OR GUARDIAN CONSENT

By signing below, I acknowledge that I 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.
AS THE INDIVIDUAL SIGNING THIS AGREEMENT, I AGREE TO FULLY INDEMNIFY AND HOLD HARMLESS RELEASEES, FOR ANY AND ALL CLAIMS CONNECTED WITH, ARISING OUT OF, O RESULTING FROM THE USE OF RIVERSPORT FOUNDATION FACILITIES OR ATTRACTIONS. BY SIGNING THIS DOCUMENT, I REPRESENT THAT I HAVE CAREFULLY READ THIS AGREEMEN AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS, CAUSES OF ACTION FOR MY OR THE CHILD'S LOSS, DAMAGE, OR INJURY, INCLUDING DEATH, WHETHER OR NOT KNOWN O ANTICIPATED, THAT OCCUR WHILE ON THE PREMISES OF RIVERSPORT FOUNDATION. I FURTHER UNDERSTAND AND AGREE TO INDMNIFY RELEASEES FOR ANY LIABILITY FOR ANY INJURY, DAMAGE OR LOSSES OF ANY KIND CAUSED BY MY NEGLIGENT OR INTENTIONAL ACTS WHILE ON THE PREMISES OF RIVERSPORT FOUNDATION. THE SIGNATURE BELOW IS PROOF OF MY INTENTION TO EXECUTE A COMPLETE AND UNCONDITIONAL WAIVER, RELEASE, AND INDEMNIFICATION OF ALL LIABILITY TO THE FULL EXTENT OF THE LAW.

Print Name: _____ Signature: _____ Date: _____

Email Address: _____

_____ I represent that I am 18 years of age or older.
_____ I represent that I have had ample time to read this Agreement and that I have entered into this agreement voluntarily, freely, under no threat of duress, without inducement, promise, or guarantee being communicated to me.