

## **TERMS AND CONDITIONS**

Welcome to the WaterWorks Park website. The Website is designed to enhance your visit to WaterWorks Park (“Park”) and provide a more personalized experience. As we add more exciting updates and features, you can go to the frequently asked questions on our website for more updates.

### **PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY**

A condition of entry is that CUSTOMERS ASSUME ALL RISK OF PERSONAL INJURY regardless of cause, including any injury caused by the negligence of WaterWorks Park or its employees. Personal INJURY CAN AND MAY OCCUR.

All customers AGREE to COMPLY with the WaterWorks Park staff directions, rules and regulations not limited to the contents of this specific agreement and further understand that due to our ongoing aggressive safety management program, these rules and regulations may be modified or changed during the course of an operating season. It is essential that each guest, regularly familiarize themselves with current rules, regulations and policy.

Guests must use care as paved surfaces, slides, slide decks and other common areas may be slippery. Collisions on all slides, in pools, in/or around other attractions or anywhere within the vicinity of WaterWorks Park may occur. Pregnant women, persons with heart conditions or high blood pressure are prohibited from using slides. Persons with casts that extend above the elbow are prohibited from riding slides.

NON or WEAK SWIMMERS must wear a United States Coast Guard Approved personal flotation device while on rides, in pools or in the wave pool.

Due to the aggressive nature of the Raging River and Avalanche (inner tube slide) guests must be of a size and strength to carry their own tube to the launch area in order to ride alone. Children must be 42” tall and be of size

and strength to carry their own tube to the launch area in order to ride the Cyclone alone. Children must be 48" tall to ride the flume waterslides. Lap riding is not permitted on any rides.

Children under 48" tall must wear a United States Coast Guard Approved floatation device and be accompanied by an adult in the wave pool at all times.

## **GENERAL RULES**

All persons, bags, parcels, clothing and other items may be subject to screening/security checks at the Park entrances and also within the Park.

Please show common courtesy to fellow guests and employees by not using profanity or engaging in unsafe, illegal, disruptive or offensive behavior. For your safety and the safety of other, please refrain from running.

For the comfort of all guests smoking of tobacco, e-cigarettes or other products that produce a vapor or smoke are allowed only in designated smoking areas.

Clothing with studs, rivets, and/or metal pieces, are not permitted on the slides. WaterWorks Park is not responsible for torn or damaged swim wear. Swimming masks are not allowed on slides.

There is no outside food or drinks allowed in the park.

## **PURCHASES**

**Day tickets are only usable/valid within the season they are purchased.**

Refunds for unused purchased tickets must be refunded before the end of the season in which they were purchased and must be accompanied by a valid receipt.

**Season Passes are only valid for the season in which they are purchased.**

Season Passes are "activated" by the office issuing a season pass card with a person's name and/or picture on it. Activated Season Passes may not be transferred to another person and will not be refunded.

Season Passes which have not been activated may be carried over to the following year if arranged with the office before the end of the operating season in which they were purchased.

**Season passes will not be refunded or prorated for inclement weather.**

Unfortunately disasters do happen and we will do all we can to get the park back up and running as soon as possible.

**Complementary tickets given with a Season Pass purchase are valid only for the season they were issued.** They are meant for family or friends of the Season Pass purchaser. They may not resold and hold no cash value. Tickets that are lost, stolen or misplaced will not be reissued. Tickets found for sale, will be deactivated and void their use.

**Complementary tickets, free tickets, gift tickets and or any tickets that were not purchased are only valid for the season in which they were issued.** They may not be resold and hold no cash value. Tickets that are lost, stolen or misplaced will not be reissued. Tickets found for sale will be deactivated and will void their use.

## **SPLASH CASH AND SEASON PASS BUNDLES**

Season Pass Bundles are only available to current season pass holders. All bundles must be purchased in the office before use. Portions of unused bundles will not be refunded at the end of the operating season. Bundles cannot be split between multiple season pass cards. One tube per day may be used from a Tube Bundle. Multiple meals or lockers may be used from a Locker or Meal Bundle within one day.

## **LOST, STOLEN OR MISPLACED SEASON PASSES**

It is the responsibility of the owner to safeguard their Season Pass. It is the responsibility of the Season Pass holder to notify the office if your Season Pass is lost, stolen or misplaced.

Splash Cash, tubes, meals, and lockers applied to a Season Pass will not be reissued if the Season Pass is used without authorization of the Season Pass holder.

## **COMPANY RIGHTS**

We may photograph, film, videotape, record or otherwise reproduce the image and/or voice of any person who enters WaterWorks Park and use the same for any purpose without payment to any person.

We reserve the right to deny admission, or to require a person already admitted to leave the Park, without refund, liability or compensation if we consider that the circumstances so require

We may change from time to time, without prior notice and without refund or compensation, change the operating hours of the Park or attraction, close any Park or any part of it temporarily, restrict the number of persons having access to the Park, and/or suspend or cancel any attraction or entertainment program if we consider that the circumstances so require.

Park Rules and Regulations are subject to change without notice.

I, (WE), ACCEPT THIS AGREEMENT WITH A FULL UNDERSTANDING THAT I, (WE), ALONE AM RESPONSIBLE FOR ANY PERSONAL INJURY THAT MAY OCCUR (INCLUDING INJURY CAUSED AS A RESULT OF NEGLIGENCE OF WATERWORKS PARK OR ITS EMPLOYEES) TO MYSELF OR OTHER PERSONS THAT MAY BE INCLUDED ON THIS INVOICE. IF THESE TERMS ARE NOT ACCEPTABLE, I UNDERSTAND THAT I MAY CHOOSE NOT TO ENTER THE FACILITY AND WILL BE PROVIDED A FULL REFUND. AFTER ENTERING THE PARK FOR ANY LENGTH OF TIME, THE REFUND POLICY IS VOID. I (WE), FURTHER ACKNOWLEDGE THAT THE ACT OF ENTERING INTO THE FACILITY SHALL BE DEEMED AN ACCEPTANCE OF THE TERMS AND CONDITIONS OUTLINED ABOVE.

## **PROHIBITED ITEMS**

The following items may not be brought into the Park:

- . a) Outside food, beverages, cans, ice chests and coolers. A picnic area is located outside the Park for your use.
- . b) Umbrellas, tents, swim fins, mono fins, water wings, outside flotation devices (with the exception of USCG Approved floatation devices such as lifejackets), baby flotation devices and pool toys.
- . c) Alcohol (or alcohol based product), marijuana or any illegal substance.
- . d) Recreational devices such as drones.
- . e) Glass containers
- . f) Pets or other animals, except approved service animals. Service animals should remain on a leash or in a harness and under the control of the owner at all times. Owners are expected to clean up after said animals and are responsible for any damage incurred by animals. Animals are not allowed in any pools or on slides.
- . g) Other items that we determine may be harmful or disruptive.