



BIRTHDAY PARTY INFORMATION & WAIVER

- Set up may begin 30 minutes prior to the start of the party.
- Guest attendees must check in at the Front Desk upon arrival. Party contact should supply staff with this form upon arrival.
- Swimmers must dry off and change clothes before entering the party room.
- No push pins, nails, putty, transparent tape, glue dots, etc. may be used on the walls in the party room. (Only PAINTERS TAPE is allowed).
- Please exit the party room promptly upon the conclusion of your rental time..
- Any swimmers age 5 and under must have a parent/guardian in the water unless they can pass the facility-approved swim test by the lifeguard on duty. Swimmers interested in utilizing the dive tank must also pass the facility-approved swim test before use.
- You may provide your own cake, refreshments, and decorations. We do have a refrigerator on site.
- Any modification to this document or non-signature will result in the cancellation of the event.

FACILITY USE AGREEMENT AND WAIVER/RELEASE

I and my guests agree to comply with all rules imposed by Aquaventure Winterville Aquatics Campus, (hereafter referred to as "Aquaventure") regarding the use of its facilities and equipment. I and my guests agree to conduct ourselves in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose.

I and my guests understand and acknowledge that use of exercise equipment, swimming pool and/or participation in swimming or exercise programs involves risk of serious injury, including permanent disability and death. Aquaventure does not assume responsibility for any such risks. I and my guests agree to use the facility and all equipment (including the swimming pool) AT OUR OWN RISK, and WE FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS AND DAMAGES WE incur as a result of OUR participation in any activities or use of the facilities.

In consideration of my use of the facilities located at Aquaventure, I hereby, on behalf of myself and my guests, my heirs, executors, administrators, successors and assigns, expressly release, discharge and covenant not to sue Aquaventure and its affiliates, insurers, employees, officers, directors, and associates, 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 AQUAVENTURE OR OTHERWISE; AND I FURTHER AGREE that if, despite this AGREEMENT, I, or anyone on my behalf, makes a claim against Aquaventure, I WILL IDENTIFY, SAVE, AND HOLD HARMLESS Aquaventure from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim. By the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me and my guests, and I hereby fully and forever release and discharge Aquaventure, its insurers, employees, officers, directors, and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out the use of Aquaventure's facilities.

I understand and agree that Aquaventure Winterville Aquatic Campus is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.

I understand Aquaventure Winterville Aquatic Campus is not responsible for any food allergies I or my guests may experience while on premises.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT AN INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOT WITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Signature: _____ Date: _____

In Celebration of: _____

Date: _____

Party Package: _____

Guest First & Last Name	Parent Initials
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
ADDITIONAL GUESTS:	
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	