

PIONEER WATERLAND & DRY FUN PARK

RULES, REGULATIONS, PROCEDURES, AND STIPULATIONS FOR SEASON PASS HOLDERS, AND ALL OTHER PATRONS

ALL GUESTS OF PIONEER WATERLAND PARK ARE REQUIRED TO FOLLOW ALL RULES, REGULATIONS, AND PROCEDURES OF THE PARK. VIOLATION OF THE RULES, REGULATIONS, AND PROCEDURES WILL RESULT IN EVICTION FROM THE PARK WITHOUT REFUND OR RECOURSE. PIONEER WATERLAND'S RULES, REGULATIONS, AND PROCEDURES INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:

1. No firearms, fireworks, pellet guns, air rifles, bow and arrows, or any such items are permitted on the grounds, regardless of any permits or licenses.
2. All park facilities and attractions are off limits during the times that the park is closed.
3. No glass containers, No pets permitted in the park. No grills, fryers, or other cooking equipment of any kind.
4. No bicycle riding, roller skating, roller blading, or skateboarding anywhere in the park.
5. Pioneer Waterland, its employees, or agents are not responsible for the loss, damage, or theft of any property.
6. Pioneer Waterland Park, its employees, or agents shall not be held responsible for any injury suffered by the undersigned, their family, or guests while upon the premises or while using any of the facilities. Use of the premises and facilities contained thereon of Pioneer Waterland Park shall be at the sole risk of the undersigned, their family, and guests. All injuries must be reported immediately to the First Aid Station.
7. Guests shall abide by all the posted and unposted rules of Pioneer Waterland Park.
8. Management reserves the right to refuse the use of certain facilities and/or close the entire park without prior notice due to inclement weather conditions or low attendance based on the management's sole discretion without refund or rainchecks.
9. Management reserves the right to refuse admittance, or remove from premises, anyone who is boisterous, ill-mannered, improperly dressed, or has been indulging in intoxicating liquor or illegal drugs affecting behavior.
10. The undersigned agrees to indemnify Pioneer Waterland Park and save it harmless from any and all liability, loss, damage, claim of subrogation, and expense arising directly or indirectly because of consumption at Pioneer Waterland of intoxicating beverages by the undersigned, their family, or guests.
11. **WAIVER, RELEASE, & HOLD HARMLESS AGREEMENT**

The undersigned hereby acknowledge receipt of permission to enter Pioneer Waterland Park and participate in mini-golf, pitching cages, playground equipment, dry slides, watersliding, water activities, motorized go-kart riding, and all other related activities and attractions, as a customer, visitor, or guest of Pioneer. In consideration of the permission and privilege allowed me hereunder, I do hereby specifically agree that I will indemnify, defend and hold harmless Pioneer Waterland, its agents, and employees from and against any and all losses, claims, actions, or proceeding of every kind and character which may be presented or initiated to recover money, property, or damages for any injuries to person's, or injurious results, or damages to property suffered during the conduct including but not limited to the above described activities and arising directly or indirectly from any conduct by me as a Pioneer customer, visitor, or guest. In accepting the permission and privilege to participate under the "Waiver, Release, and Hold Harmless Agreement", I understand that this extends and applies to any property damage or bodily injury, injurious results, damages, or losses which I, myself, any family members, or my guests, may experience or sustain while engaged in above listed activities. I covenant for myself, my estate, executor, heirs, and assigns not to file suit or initiate any claim procedure in respect to any personal injuries, property damages, or losses I may experience or sustain arising directly out of my activities hereunder. I fully understand that, as a rider of any attraction at Pioneer Waterland Park, I and any minor child under my responsibility or supervision are required to heed all written warnings and/or verbal warnings and directions that require a person to meet certain conditions or to refrain from behaving or acting in any manner that may cause injury or contribute to injuring himself or other people while occupying an amusement ride.

I freely assume all risks, hazards, and losses which may befall me or any minor child under my supervision in connection with my exercise of the permission and privilege allowed me hereunder. I acknowledge that I have fully inspected and am adequately informed of all pertinent physical conditions of Pioneer and all risks of above listed activities in which I or any minor child under my responsibility or supervision will engage in while at Pioneer Waterland, including but not limited to conditions and terrain that can cause slipping, tripping, falling, etc. I agree to use care in supervising any minor child that may accompany me at Pioneer, and I will indemnify, defend, and hold harmless Pioneer, its agents, and employees from and against any loss, claim, suit, or proceeding which may arise as a result of any injury to the person or property of such minor child or any injury to persons or property which minor child may cause, including risks that are directly/indirectly associated with above listed activities. I further release Pioneer Waterland from all claims of liability for any injuries I may sustain or damage that may be caused to me or my property in my connection at Pioneer Waterland (including, without limitations, injuries that may be caused from any equipment that I rent, even if my injuries are caused in whole or in part by the negligence or fault of Pioneer Waterland, its employees, or instructors). I authorize Pioneer Waterland to use photographs, videotape or any other record of events which may depict me, at their discretion, without compensation paid to me.

I have received and reviewed a copy of the Rules and Regulations of Pioneer Waterland and the rules and regulations of all attractions at Pioneer Waterland and agree to obey them. I fully understand that go-karting is a dangerous sport and recreational activity. I acknowledge and fully understand that each rider and participant will be engaging in activities that involve the risk of serious injuries (i.e. collisions, spinouts, bumping, etc.), including permanent disability and death and severe social and economic losses which might not only result from their actions, inactions, or negligence but the actions, inactions, or negligence of others, the conditions of the premises or any equipment use and/or rental. Further, there may be other risks not known to us or not reasonably foreseeable at this time.

I will not sue or bring legal action against Pioneer Waterland, its affiliates, or their respective administrators, employees, or instructors and owners or lessors of the property.

I acknowledge that I am aware of the Rider Responsibility Act and agree that I, my guests, and my children must locate and follow all written and/or verbal warnings, rules, and directions that pertain to each attraction.

I acknowledge that I have received, read and understand the rules and regulations of Pioneer, posted, written, or otherwise, and I hereby agree to abide by and comply fully with them. This Waiver, Release, and Hold Harmless Agreement will be effective for this and all future visits to Pioneer Waterland regardless of length of time until subsequent visits from this date, especially for all subsequent season pass renewals and subsequent season pass purchases and will include any new attractions that may be added.

Season Passholder parks n' locks, and therefore agrees to assume all risks and agrees by accepting this parking permit that management is leasing space and is not creating a bailment of the vehicle or its contents. Season Passholder further agrees that management is not responsible for any loss or damage by fire, theft, vandalism, collision, or any other cause, to any vehicle, its contents, or part thereof, on premises.

Parking permits are only valid for vehicle registered to the undersigned. Management reserves the right to revoke parking privileges at any time. Vehicles must be removed by 9 PM nightly. Towing expenses, for whatever reason are the responsibility of the Season Passholder.

I agree that Pioneer Waterland reserves the right to revoke a season pass and/or passes at any time or for any reason. Season Passholder(s) may or may not be eligible for a credit based on the actual amount paid less the number of visits at the regular gate price.

LAST NAME OF HEAD OF HOUSEHOLD: _____ DATE: _____

Address _____ PO Box _____ City _____ State _____ Zip _____

Phone (Home) _____ Phone (Work) _____

Emergency Contact (optional): _____
Name Phone No. Relationship

LIST BELOW NAMES OF ALL FAMILY PASSHOLDERS: FIRST & LAST NAME must be filled out for each individual

***PLEASE NOTE THAT A PARENT/GUARDIAN SIGNATURE IS REQUIRED FOR ALL PERSONS UNDER 18 YEARS OF AGE**

	FIRST NAME	LAST NAME	AGE*	BIRTHDATE	SIGNATURE
1)	_____	_____	_____	_____	_____
2)	_____	_____	_____	_____	_____
3)	_____	_____	_____	_____	_____
4)	_____	_____	_____	_____	_____
5)	_____	_____	_____	_____	_____
6)	_____	_____	_____	_____	_____

VOUCHER #	PASS #
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Parking Permit # _____

I HAVE READ AND UNDERSTAND BOTH (2) PAGES OF THIS AGREEMENT. SIGNING THIS FORM CONSTITUTES ACCEPTANCE OF THIS ENTIRE AGREEMENT. ALL RULES, REGULATIONS, PROCEDURES, AND STIPULATIONS. I CERTIFY THAT I AM THE PARENT/GUARDIAN OF ALL MINOR CHILDREN NAMED ABOVE.

NAME (Print): _____ SIGNATURE: _____ Date: _____