

VILLAGE OF BRADLEY

RESOLUTION NO. B-03-25-03

A RESOLUTION AUTHORIZING THE PURCHASE OF EQUIPMENT FOR THE BRADLEY
SPORTS COMPLEX

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY

THIS 24th DAY OF March, 2025

Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley,
Kankakee County, Illinois this 24th day of March, 2025

RESOLUTION NO. R-03-2503

**A RESOLUTION AUTHORIZING THE PURCHASE OF EQUIPMENT FOR THE
BRADLEY SPORTS COMPLEX**

WHEREAS, the Corporate Authorities of the Village of Bradley, Kankakee County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

WHEREAS, pursuant to Section 2-3-8 of the Illinois Municipal Code (65 ILCS 5/2-3-8), the Corporate Authorities of the Village are authorized to enter into contracts that support and advance the legitimate public purposes of the Village; and

WHEREAS, the Corporate Authorities of the Village have determined that it is necessary, expedient, and in the best interests of the Village and its citizens to purchase pitching mounds, sports fencing, restaurant furniture and golf carts (the "Equipment"); and

WHEREAS, Village Staff have requested and received a quote for pitching mounds from Portolite Pitching Mounds (Portolite) of Winsted, MN ("the Company"), a copy of which is attached hereto as Exhibit A and fully incorporated herein, as a sole source vendor of their own product line; and

WHEREAS, Village Staff have requested and received a quote for pitching mounds from The Perfect Mound (Perfect Mound) of Fenton, MO ("the Company"), a copy of which is attached hereto as Exhibit A and fully incorporated herein, as a sole vendor of their own product line; and

WHEREAS, Village Staff have requested and received a quote for Sportsaflex sports fencing from BSN Sports (BSN) Products of Bourbonnais, IL ("the Company"), a copy of which is attached hereto as Exhibit A and fully incorporated herein, as a preferred vendor; and

WHEREAS, Village Staff have requested and received a quote for various restaurant furnishings from Zepole Supply Co. (Zepole) of Bolingbrook, IL ("the Company"), a copy of which is attached hereto as Exhibit A and fully incorporated herein; and

WHEREAS, Village Staff have requested and received a quote for golf carts from Stevenson Custom Carts (Stevenson) of Kankakee, IL ("the Company"), a copy of which is attached hereto as Exhibit A and fully incorporated herein; and

NOW THEREFORE, BE IT RESOLVED BY THE CORPORATE AUTHORITIES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1. PURCHASES AUTHORIZED

The Finance Director is authorized and directed to execute an agreement with Portolite Pitching Mounds for the purchase of pitching mounds, the total cost authorized for purchase shall not exceed seventy-three thousand one hundred ninety-nine dollars and 00/100 (\$73,199.00); and

The Finance Director is authorized and directed to execute an agreement with the Perfect Mound for the purchase of pitching mounds, the total cost authorized for purchase shall not exceed eighteen thousand one hundred ten dollars and 00/100 (\$18,110.00); and

The Finance Director is authorized and directed to execute an agreement with BSN Sports for the purchase of sports fencing, the total cost authorized for purchase shall not exceed eighty-two thousand five hundred seventy-three dollars and 25/100 (\$82,573.25); and

The Finance Director is authorized and directed to execute an agreement with Zepole Supply Company for the purchase of various restaurant furnishings, the total cost authorized for purchase shall not exceed one hundred forty-one thousand five seventy dollars and 91/100 (\$141,070.91); and

The Finance Director is authorized and directed to execute an agreement with Stevenson Custom Carts for the purchase of golf carts, the total cost authorized for purchase shall not exceed sixty-six thousand eight hundred dollars and 00/100 (\$66,800.00).

SECTION 2. The Corporate Authorities herby waive, by an affirmative vote of two-thirds (2/3) of the trustees presently holding office, any and all competitive bidding requirements as might otherwise be applicable to the purchases authorized by this Resolution.

SECTION 3 In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

SECTION 4. All ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Resolution, are hereby repealed to the extent of the conflict.

SECTION 5. The Village Clerk is hereby directed to publish this Resolution in pamphlet form.

SECTION 6. This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

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PASSED by the Board of Trustees on a roll call vote on the 24th day of March, 2025.

TRUSTEES:

RYAN LEBRAN	Aye – <u> </u>	Nay – <u> </u>	Absent – <u>✓</u>
BRIAN BILLINGSLEY	Aye – <u>✓</u>	Nay – <u> </u>	Absent – <u> </u>
DARREN WESTPHAL	Aye – <u>✓</u>	Nay – <u> </u>	Absent – <u> </u>
BRIAN TIERI	Aye – <u>✓</u>	Nay – <u> </u>	Absent – <u> </u>
GRANT D. VANDENHOUT	Aye – <u>✓</u>	Nay – <u> </u>	Absent – <u> </u>
GENE JORDAN	Aye – <u> </u>	Nay – <u> </u>	Absent – <u>✓</u>

VILLAGE PRESIDENT:

MICHAEL WATSON Aye – Nay – Absent –

TOTALS: Aye – 4 Nay – Absent – 2

ATTEST:



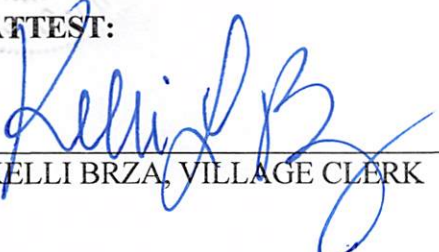
KELLI BRZA, VILLAGE CLERK

APPROVED this 24th day of March, 2025.



MICHAEL WATSON, VILLAGE PRESIDENT

ATTEST:

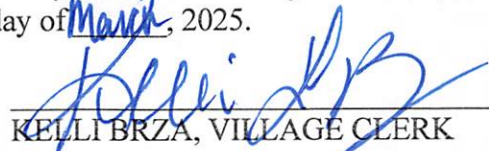


KELLI BRZA, VILLAGE CLERK

STATE OF ILLINOIS)
)
COUNTY OF KANKAKEE) §§

I, Kelli Brza, Village Clerk of the Village of Bradley, County of Kankakee and State of Illinois, DO
HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number
R-03-25-03, "A RESOLUTION AUTHORIZING THE PURCHASE EQUIPMENT FOR THE
BRADLEY SPORTS COMPLEX" which was adopted by the Village Corporate Authorities at a
meeting held on the 24th day of March, 2025.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of
Kankakee and State of Illinois, on this 24th day of March, 2025.



KELLI BRZA, VILLAGE CLERK



Exhibit A

1445 W. Court St. Kankakee, IL 60901
(815)933-3400

Purchase Agreement

Date: March 1, 2025
Receipt #: CN/NG3125

Sold to: Village of Bradley
Robert Romo
147 S. Michigan Ave
Bradley, IL 60915
815-936-5107
rromo@bradleyil.org

[illegible]

Thank you for your business!

Seller

Purchaser(s)



For more information, visit
[LEAF HRFG Credit Application](#)
 or contact:

ERIC CHESSER

Office: 410-933-8138

Mobile: 410-830-9497

echesser@leafnow.com**JOE BURNS**

Office: 410-933-8138

Mobile: 410-977-2608

jburns@leafnow.com**ROB WASSON**

Office: 410-933-8135

Mobile: 410-977-2607

rwasson@leafnow.com**Lease-to-Own**

12-month term: \$12,435.40*

18-month term: \$8,505.17*

24-month term: \$6,542.87*

30-month term: \$5,366.34*

36-month term: \$4,584.80*

42-month term: \$4,027.57*

48-month term: \$3,611.42*

60-month term: \$3,031.61*

* Payments are subject to change based on credit approval.

Merchandise	\$134,491.47
Freight	\$6,579.44
Total	\$141,070.91

The above prices and specifications are hereby accepted by the undersigned. Zepole Supply Co. reserves the right to adjust this proposal due to any inaccuracies, field conditions or the customer's request for changes or add-ons. Prices are subject to change due to manufacturer increases. A 50% deposit is due with signed agreement and balance due prior to delivery. If the order is a drop ship, payment is due when the order is placed. A 3% fee will be assessed per credit card transaction. All authorized returned item(s) are subject to a minimum 25% restocking fee, return freight and shipping charges. Product must be new/unused and credit will be approved pending final inspection. Custom fabricated item(s) are not returnable.

All merchandise remains the property of Zepole Supply Co. until paid in full.



If order is not delivered within 90 days after receipt of all products in our warehouse, applicable storage fees will apply.

If payment terms are not satisfied, a 1.5% finance charge will be assessed per month.



Acceptance: _____ Date: _____

Printed Name: _____

Item	Qty	Description	Sell	Sell Total
	36 ea	1 year warranty free from defects in material and workmanship, contact factory for details		
	36 ea	2 year warranty against frame failure due to broken/fatigue welds, contact factory for details		
	36 ea	Diamond Tufting on The Back Side of Chair	\$67.92	\$2,445.12
	36 ea	Symphony vinyl for seat/back	\$31.06	\$1,118.16
	36 ea	Glaze		
	36 ea	Color to be specified		
	36 ea	Black frame finish		
ITEM TOTAL:				\$13,779.36
14	36 ea	BAR STOOL	\$383.82	\$13,817.52
		Cava Bar Stool, upholstered seat & back, mortise and tenon construction reinforced with metal brackets, European beechwood frame, non-marring plastic floor glides		
	36 ea	Note: Pricing is valid for 2 weeks from date of quote		
	36 ea	1 year warranty free from defects in material and workmanship, contact factory for details		
	36 ea	2 year warranty against frame failure due to broken/fatigue welds, contact factory for details		
	36 ea	Diamond Tufting on the Back of Chair	\$67.92	\$2,445.12
	36 ea	Symphony vinyl for seat/back	\$31.06	\$1,118.16
	36 ea	Glaze		
	36 ea	Color to be specified		
	36 ea	Black frame finish		
ITEM TOTAL:				\$17,380.80
15	12 ea	BAR STOOL	\$403.33	\$4,839.96
		Cava Bar Stool (Cut To Counterheight) upholstered seat & back, mortise and tenon construction reinforced with metal brackets, European beechwood frame, non-marring plastic floor glides		
	12 ea	Note: Pricing is valid for 2 weeks from date of quote		
	12 ea	1 year warranty free from defects in material and workmanship, contact factory for details		
	12 ea	2 year warranty against frame failure due to broken/fatigue welds, contact factory for details		
	12 ea	Diamond Tufting on the Back of Chair	\$67.92	\$815.04
	12 ea	Symphony vinyl for seat/back	\$31.06	\$372.72
	12 ea	Glaze		
	12 ea	Color to be specified		
	12 ea	Black frame finish		
ITEM TOTAL:				\$6,027.72

Item	Qty	Description	Sell	Sell Total
NET 10 DAYS UPON COMPLETION OF INSTALLATION.				
9	10 ea	METAL TABLE BASE	\$123.20	\$1,232.00
		 GB Series Table Base, 18" x 18" spread, 2-1/4" dia. column, bar height, indoor/outdoor use, includes adjustable floor glides, steel, black powder coat finish		
10 ea		Note: Pricing is valid for 2 weeks from date of quote		
10 ea		1 year warranty free from defects in material and workmanship, contact factory for details		
ITEM TOTAL:				\$1,232.00
10	1 ea	MISC	\$1,316.33	\$1,316.33
		Estimated freight to 60915		
ITEM TOTAL:				\$1,316.33
11	60 ea	SIDE CHAIR	\$441.22	\$26,473.20
		GB Jarl Side Chair - Padded Seat - UV UV Finish: Aniline Black Upholstery: Glaze, Tannery -Grade 10 CAL117 Nylon Glides FOB NJ		
ITEM TOTAL:				\$26,473.20
12	24 ea	BARSTOOL	\$553.15	\$13,275.60
		GB Jarl Barstool - Padded Seat - UV UV Finish: Aniline Black Upholstery: Glaze, Tannery -Grade 10 CAL117 Standard Brass Footrest Nylon Glides FOB NJ		
ITEM TOTAL:				\$13,275.60
13	36 ea	CHAIR	\$283.78	\$10,216.08
		 Cava Side Chair, upholstered seat & back, mortise and tenon construction reinforced with metal brackets, European beechwood frame, non-marring plastic floor glides		
36 ea		Note: Pricing is valid for 2 weeks from date of quote		

Item	Qty	Description	Sell	Sell Total
19	24 ea	SIDE CHAIR	\$441.22	\$10,589.28
		GB Jarl Side Chair - Padded Seat - UV UV Finish: Aniline Black Upholstery: Glaze, Tannery -Grade 10 CAL117 Nylon Glides FOB NJ		
		ITEM TOTAL:		\$10,589.28
6	6 ea	PLANK TOP	\$487.31	\$2,923.86
		30X48 HICKORY PLANK TOP		
		ITEM TOTAL:		\$2,923.86
7	12 ea	TABLE BASE, METAL	\$123.63	\$1,483.56
		FSB-EB 18 x 9 Black Bar Height For use with 30 x 48 Tables Pricing includes US Tariff Charges		
		ITEM TOTAL:		\$1,483.56
20	6 ea	PLANK TOP	\$487.31	\$2,923.86
		30X48 HICKORY PLANK TOP		
		ITEM TOTAL:		\$2,923.86
25		INSTALLATION		
		Assembly and installation is not included - Zepole to deliver to site for inside delivery by others.		
8	10 ea	PLANK TOP	\$284.90	\$2,849.00
		24X30 HICKORY PLANK TOP		
		ITEM TOTAL:		\$2,849.00
21	12 ea	TABLE BASE, METAL	\$123.63	\$1,483.56
		FSB-EB 18 x 9 Black Bar Height For use with 30 x 48 Tables Pricing includes US Tariff Charges		
		ITEM TOTAL:		\$1,483.56
26	1 ea	ZEPOLE PAYMENT TERMS		
		PAYMENT TERMS: 50% DEPOSIT DUE TO ORDER EQUIPMENT, 45% PROGRESS PAYMENT PLUS ANY CHANGE ORDERS IS DUE 6 WEEKS AFTER DATE OF DEPOSIT RECEIVED OR 4 WEEKS BEFORE INSTALLATION, WHICHEVER COMES FIRST. FINAL PAYMENT DUE		

Item	Qty	Description	Sell	Sell Total
	2 ea	Tier 4 UPCHARGE	\$1,883.40	\$3,766.80
		Freight additional		
		Prices good for 30 days		
		ITEM TOTAL:		\$11,941.28
3	8 ea	PLANK TOP	\$850.01	\$6,800.08
		30X72 HICKORY PLANK TOP		
		ITEM TOTAL:		\$6,800.08
4	4 ea	BASE	\$236.60	\$946.40
		Flat Steel Base - 21" x 21" - 3" Sq Column - Black and Zinc - Bar Height		
		Counter Height: OAH - TBD		
		Black/Zinc		
		FOB NJ		
		Table Bases for 2 tables to be Counter Height		
	4 ea	US Gov Tariff Charge	\$22.36	\$89.44
		ITEM TOTAL:		\$1,035.84
17	6 ea	PLANK TOP	\$284.90	\$1,709.40
		24X30 HICKORY PLANK TOP		
		ITEM TOTAL:		\$1,709.40
5	12 ea	METAL TABLE BASE	\$126.97	\$1,523.64
		 GB Series Table Base, 18" x 18" spread, 2-1/4" dia. column, dining height, indoor/outdoor use, includes adjustable floor glides, steel, black powder coat finish		
		Dining Height Tables Bases 2 Each for the 30 x 72 Tables		
	12 ea	Note: Pricing is valid for 2 weeks from date of quote		
	12 ea	1 year warranty free from defects in material and workmanship, contact factory for details		
		ITEM TOTAL:		\$1,523.64
18	6 ea	METAL TABLE BASE	\$123.20	\$739.20
		 GB Series Table Base, 18" x 18" spread, 2-1/4" dia. column, bar height, indoor/outdoor use, includes adjustable floor glides, steel, black powder coat finish		
	6 ea	Note: Pricing is valid for 2 weeks from date of quote		
	6 ea	1 year warranty free from defects in material and workmanship, contact factory for details		
		ITEM TOTAL:		\$739.20



ZEPOLE SUPPLY CO.

Restaurant Supplies & Equipment

Quote

03/18/2025



To:
Village of Bradley
147 S. Michigan Ave
Bradley, IL 60915
(815) 936-5107

Project:
Village of Bradley
147 S. Michigan Ave
Bradley, IL 60915

From:
Zepole Rest. Supply Co.
Gary Thiakos
506 E. North Frontage Rd.
Bolingbrook, IL 60440-3061
630-783-1239
(630) 783-1239 (Contact)
(630) 739-5289 (Fax)
gary@zepole.com

Customer ID: 12564
Project Code: 134139

NOTE: LEAD TIMES GIVEN ARE ONLY ESTIMATES AT THE TIME OF QUOTING AND CAN CHANGE AT ANY TIME BEFORE OR AFTER ORDERS ARE PROCESSED. PRICING IS SUBJECT TO CHANGE AT ANY TIME, DEPENDANT ON MANUFACTURER PRICE INCREASES.

Item	Qty	Description	Sell	Sell Total
1	15 ea	PLANK TOP	\$458.63	\$6,879.45
		36X36 HICKORY PLANK TOP		
		ITEM TOTAL:		\$6,879.45
2	15 ea	METAL TABLE BASE	\$141.63	\$2,124.45
		 GB Series Table Base, 24" x 24" spread, 2-1/4" dia. column, dining height, indoor/outdoor use, includes adjustable floor glides, steel, black powder coat finish Base for 36 x 36 Tables		
	15 ea	Note: Pricing is valid for 2 weeks from date of quote		
	15 ea	1 year warranty free from defects in material and workmanship, contact factory for details		
		ITEM TOTAL:		\$2,124.45
16	2 ea	BOOTH	\$3,850.40	\$7,700.80
		 Drake Booth, 192"L x 42"H, banquette, head roll, fully sculptured spring less seat, finished ends and UNFINISHED back, top and side cap construction with welting, one step black toe kick with plastic corners, Made in USA **INCLUDES TIER 1 VINYL TO BE SPECIFIED		
	2 ea	Crate fee	\$236.84	\$473.68
	2 ea	42" height (standard)		



PO Box 841393
Dallas, TX 75284-1393
Phone: 800-527-7510 Fax: 800-899-0149
Visit us at www.bsnsports.com

Contact Your Rep

Jackie Plonka Email: jplonka@bsnsports.com | Phone: 815-933-1618

Sold to
8604511
Village of Bradley Public Work
210 E Broadway
BRADLEY IL 60915
USA

Ship To
15860235
Northfield Square Mall-Carson
Rob Romo
1602 N STATE ROUTE 50
BOURBONNAIS IL 60914-9304
USA

Payer
8604511
Village of Bradley Public Work
210 E Broadway
BRADLEY IL 60915
USA

Order Summary

Cart #: 12865184
Purchase Order #: HOLD FOR PO 01/31/2025
Cart Name: Village of Bradley Public Work
Order Date: 01/31/2025
Estimated Delivery: 03/06/2025
Payment Terms: NT30
Ship Via:
Ordered By: Rob Romo

Item Description	Qty	Unit Price	Total
SPORTAFLEX SB TURF 225'/360LF W/SPRINGS Item # - 1476899	4 SET	\$ 18,554.00	\$ 74,216.00

Subtotal:	\$74,216.00
Other:	\$0.00
Freight:	\$3,500.00
Sales Tax:	\$4,857.25
Order Total:	\$82,573.25
Payment/Credit Applied:	\$0.00
Order Total:	\$82,573.25

Invoice



SHIP TO
Robert Romo
Village of Bradley
147 South Michigan Avenue
Bradley, IL 60915
United States

DESCRIPTION	QTY	RATE	AMOUNT
TPM Mound - Adult	1	16,995.00	16,995.00
Adult Game Mound - Terra Cotta			
Contact The Perfect Mound TPM Solutions to pay.			16,995.00
AR@thepperfectmound.com			0.00
Thank you for choosing The Perfect Mound TPM Solutions.			1,115.00
We look forward to serving you.			18,110.00
Please make checks payable to The Perfect Mound.			\$18,110.00

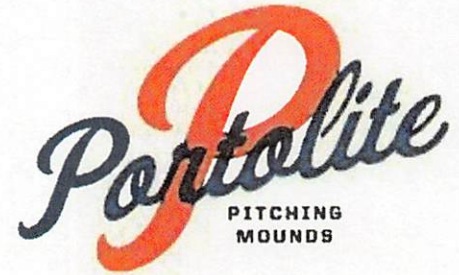
**We take pride in delivering ongoing service and delivering creative solutions to our TPM family.
Please feel free to contact us at anytime.**

SHIPPING	3,255.00
TOTAL	73,199.00
BALANCE DUE	\$73,199.00

Pay invoice

Portolite Pitching Mounds

PO Box 145
Winsted, MN 55395
+16127165174
chad@portolite.com

**INVOICE****BILL TO**

Village of Bradley
Rob Romo
147 S Michigan Ave
Bradley, IL 60915

SHIP TO

Village of Bradley
Rob Romo
147 S Michigan Ave
Bradley, IL 60915
815-936-5107

INVOICE**DATE****TERMS****DUE DATE**

12196

03/17/2025

Due on receipt

03/17/2025

DATE	SKU	DESCRIPTION	QTY	RATE	AMOUNT
	NLPROSP1036FIRE RED	NLPROSP1036FIRE RED	7	1,899.00	13,293.00T
	NLPROSP1036BLUE E	NLPROSP1036BLUE MAT - BLUE	7	1,899.00	13,293.00T
	Discount	Discount	14	-378.00	-5,292.00
					Subtotal: 21,294.00
	6125BLUE1PC	6125BLUE1PC	4	2,899.00	11,596.00T
	6125FIRERED1PC	6125FIRERED1PC	2	2,899.00	5,798.00T
	Discount	Discount	6	-289.00	-1,734.00
					Subtotal: 15,660.00
	8125BLUE1PC	8125BLUE1PC	4	3,799.00	15,196.00T
	8125FIRERED1PC	8125FIRERED1PC	2	3,799.00	7,598.00T
	Discount	Discount	6	-568.00	-3,408.00
					Subtotal: 19,386.00
	9550BLUE1PC	9550BLUE1PC	4	3,999.00	15,996.00T
	Discount	Discount	4	-598.00	-2,392.00
					Subtotal: 13,604.00

Shipping costs provided are preliminary estimates and may be adjusted upon final invoicing

SUBTOTAL**TAX**

69,944.00

0.00

Portolite applies a 3% convenience fee to all credit card transactions

Page 1 of 2

- 2.2 In-ground aquatic play features shall be 2 ½" schedule 40 or 6" schedule 40, type A304 stainless steel canisters with a machined nozzle seat. Each fixture will have a 1" NPT coupler water inlet. Each fixture shall have mounting holes to accommodate stainless steel L-type anchor bolts to be set in a concrete footing.
- 2.3 Aquatic play features are to meet ADA compliance for handicap accessibility and meet or exceed current ASTM playground safety standards.
- 2.4 Aquatic play features will be supplied with all necessary anchoring hardware and installation templates to accommodate site work.
- 2.5 Aquatic play features anchoring system shall provide the ability to add, remove and interchange products without having to change infrastructure and footings. The component shall be fastened directly to the base flange with an EPDM gasket to provide a watertight seal between the component flange and the base flange. The base must be flush-to-grade with no visible hardware or dome cover. The base must have the ability to attach a grounding lug.
- 2.6 All aquatic play features shall have fittings that allow for winter close off.
- 2.7 All aquatic play features of below grade design shall address winterization.
3. NOZZLES:
 - 3.1 Aquatic play feature nozzles shall be constructed of acetal copolymer or urethane. Nozzles shall be non-corrosive, impervious to galling, precision machined. Brass and Nylon are not acceptable. A mechanical workbook must be supplied to show individual flow rates for each feature including maximum and average flow for each pre-programmed sequence step.
 - 3.2 Nozzles shall be secured using stainless steel fasteners.
4. COATINGS:
 - 4.1 Fixtures shall receive a pre-treatment stainless steel epoxy primer followed by a coat of weather-resistant super durable TGIC free polyester powder, baked application. Standard powder coatings are not acceptable. Brushed stainless finish is the exception.
 - 4.2 Powder coatings shall be weather resistant and have ultraviolet inhibitors. Coatings shall have a high gloss finish, have ultraviolet inhibitors, withstand 1/10th no removal @160 in/lb, exceed all specifications of organic coatings, and a film thickness of between 2.5 to 3.0 mils (determined by color and finish). Where theme graphics are applied, a base clear coat system will be applied. Supply aerosol primer and touch up paint, color code as specified for aquatic play features.
- 4.3 Equipment must be packaged in a three-step packaging process as follows:
 - 4.4 The first layer is open cell 1/8" foam wrapping.
 - 4.5 The second layer is a corrugated cardboard.
 - 4.6 The final layer is a waterproof polyethylene tarp wrap.
 - 4.7 Product must be shipped in dedicated nose load shipments secured with strapping.
5. ELECTRICAL:
 - 5.1 All electronic operating systems shall be provided by the Manufacturer, British Columbia Canada, or approved equal.
 - 5.2 All electrical control panels shall be UL/CUL approved specifically for aquatic play area operations and must bear certification logos.
 - 5.3 All wiring to be specified by the manufacturer of the aquatic play features.
 - 5.4 The actuating device shall be encapsulated within a 304 stainless steel casing and be UV, moisture, graffiti, and impact resistant.
 - 5.5 All control system materials are to be of industrial grade quality and controller enclosures shall be rated @ NEMA 4.
 - 5.6 All AquaSplash components shall be grounded using bare #6 AWG wire and an approved ground lug. Consult local electrical inspector for local codes and final inspection.
 - 5.7 Electrical connection shall be 1" National Pipe Thread (NPT) coupler to be located near the bottom of the component.
 - 5.8 Power supply to the control panel shall be 120V AC, with a 15amp GFCI dedicated breaker
 - 5.9 All wire connections must be watertight.
 - 5.10 Solenoid valves must be PVC, and of type having 24V AC, 0.250 mA max. holding current coil rating with flow control (Rainbird PGA series or equal). Valve wire shall be #18 AWG type R90, one per valve, plus one common back to the controller location.
6. WATER DISTRIBUTION MANAGEMENT SYSTEM:
 - 6.1 Main line pipe and fittings to be schedule 40 PVC or greater. The distribution laterals and fittings are to be schedule 40 PVC or greater. Ensure that a proper slope is consistently applied to all piping to ensure positive gravity-assisted drainage of the entire system. Ensure all fittings

are secured to close openings (off season) to protect from water entry of water back into the piping system. (See nozzles section).

- 6.2 Solenoid valves must be PVC, and of type having 24V AC, 0.250 mA max. holding current coil rating with flow control (Rainbird PGA series or equal). Valve wire shall be #18 AWG type R90, one per valve, plus one common back to the controller location.

7. ACCESSORIES:

- 7.1 All hardware, fittings and fastenings shall be as indicated on the shop drawings and may be required to complete the installation. Anchor fasteners to be stainless steel.
- 7.2 Lag bolts shall be stainless steel with flat type vandal-proof head in size indicated on plans. Anchors shall be stainless steel in size required. (tamper proof hardware shall be stainless steel, complete with owner supplied hardware security tools).

8. FEATURE SPECIFICATIONS

- 8.1 Available upon request



SPEC-LF Specification – Life Floor™

Life Floor is a closed cell foam-rubber tile specifically engineered for use in aquatic environments. It is a modular safety surface that provides traction and cushioning to prevent slip-and-fall and abrasion injuries. Life Floor is installed on stairs, platforms, pool decks, splash pads, zero depth entries, restroom facilities, and underneath structures to enhance the safety and overall aesthetic appearance of any area where it is installed.

1. system description

1.1 Material:

Life Floor™ is a factory-molded surface composed of EVAtrax™, an ethyl vinyl acetate copolymer.

1.2 Thickness and Weight:

3/8" standard: 2lb or 0.9kg; 7/8": 4.4lbs or 2kg

1.3 Shock Attenuation (ASTM F1292) – 3/8" meets 1' critical fall height;

7/8" meets 4' critical fall height;

1 1/4" meets 6' critical fall height

- 1.4 Gmax - Less than 200.

- 1.5 Head Injury Criteria - Less than 1000.

- 1.6 Flammability (ASTM E648) – Class 1

- 1.7 Toxic Characteristic Leaching Procedure (TCLP) (RCRA) by Method 3010 – Pass.

2. delivery, storage & handling

- 2.1 General: Comply with Division 1 Product Requirement Section.

- 2.2 Delivery: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.

- 2.3 Storage and Protection: Store materials protected from exposure to harmful environmental conditions and at a minimum temperature of 20 degrees F (-7 degrees C) and a maximum temperature of 100 degrees F (38 degrees C).

3. project/site conditions

- 3.1 Environmental Requirements: Install surfacing system when minimum ambient temperature is 60 degrees F (15.6 degree C) and maximum ambient temperature is 90 degrees F (32 degrees C). Do not install in rain.

4. warranty

WhiteWater shall transfer directly to the Buyer the warranty provided by our exclusive manufacturer LifeFloor.

4.1 Warranty Period:

- 4.1.1 Life Floor warrants all 7/8" and 3/8" thick Life Floor for a term of five (5) years from the date of delivery except as below.

- 4.1.2 Life Floor warrants all 3/16" thick Life Floor tiles for a term of three (3) years from the date of delivery except as below.

- 4.1.3 Life Floor warrants all above Products in areas of extreme traffic, extreme UV exposure, and extreme chemical exposure for a term of two (2) years from the date of delivery of the Products.

4.2 Limitation of Warranty:

Warranty does not cover color changes of any kind.

- 4.3 Limitations to the warranty period include areas of extreme traffic, very high/extreme UV exposure, and extreme chemical exposure.

- 4.3.1 Extreme traffic defined by areas with annual traffic of 250,000 users or greater.

- 4.3.2 "Extreme" or "Very High" UV exposure as defined by the World Health Organization is more than 90 days of daytime in the

"extreme" or "very high" category with a UV Index of 10 or higher within a 365 day period.

- 4.4 If the installation is done by WhiteWater, Installation Warranty is one (1) years from the date of completion. Otherwise, no installation warranty is provided.

5. PRELIMINARY WORKS:

The Preparation Procedures and application to be carried out as per Manufacturer's Instructions and under appropriate atmospheric and working conditions (no dust, sand, etc.). Verify that the substrate was allowed to cure (meaning chemically neutral, not only dry) as per Manufacturer's Instruction. The area has to be secured and / or fenced day and night to avoid walking across the surface before it is cured. Surrounding areas to be protected against stains from binder or material mix. Minimum of 72 hours curing before use with chlorinated water. (subject to atmospheric conditions)

6. RESURFACING CONDITIONS:

6.1 Site and Material Condition: Indoor Installation

- 6.1.1 Approved Interior Substrates: Properly prepared concrete (on-grade, below-grade, or above-grade, APA underlayment, metal, cementitious terrazzo, and ceramic floors;
- 6.1.2 Maintain a consistent temperature of room, subfloor, tile, and adhesive for at least 24 hours prior to installation and 24 hours after installation. Ideal temperatures are a min. of 65 degrees F, and max. of 85 degrees F.
- 6.1.3 Allow tile to acclimate to temperature for 24 hours prior to installation.

6.2 Site and Material Condition: Outdoor Installation

- 6.2.1 Approved Exterior Substrates: Properly prepared concrete (on-grade, below-grade, above-grade).
- 6.2.2 Store Life Floor™ tiles in a cool, dry location out of direct sunlight and moisture.
- 6.2.3 Avoid installing tiles during significant changes in temperature (more than 20 degrees F in 8 hours).
- 6.2.4 Protect the installation from rain. If this is not possible, the tiles should NOT be installed at this time.

6.3 Surface Preparation:

- 6.3.1 Ensure that the concrete, metal, wood, tile, or fiberglass substrate is level or uniformly sloped since surface variations will be telegraphed through to the rubber tile surface.

6.4 Concrete Requirements:

- 6.4.1 Concrete must conform to ACI 302 standards, be dry, fully cured (28 days), a minimum density of 100 lbs per ft³ as well as having a compressive strength greater than 3000 psi for residential installations and 4350 psi for commercial installations.
- 6.4.2 The substrate must be dry, structurally sound, and dimensionally stable. It should be free of any substance or condition that may reduce or prevent the adhesive bond to substrate. This includes, but is not limited to, concrete sealers, curing agents, dirt, wax, tar, paint, and loose toppings. If present, these agents must be mechanically removed. The use of solvents (with the exception of acetone), adhesive remover or acid etching is not recommended.
- 6.4.3 Concrete porosity should be noted. It is always a good practice to perform bond tests before large scale installations. Excessively absorbent (porous) or rough concrete surfaces can cause an increase in adhesive usage. Surface grinding can be used to smooth an excessively porous or rough surface.
- 6.4.4 New concrete surfaces prepared for Life Floor should have a troweled smooth finish to be diamond ground before install. If needed mechanical shot-blasting can be used to roughen an excessively smooth surface. Overtrowled slabs are not acceptable.
- 6.4.5 Substrate should be sloped properly towards drains to allow for proper drainage. Refer to the Model Aquatic Health Code (MAHC) for sloping requirements for your application and facility.
- 6.4.6 Concrete surface prep: Remove protrusions, bumps and ridges by grinding or chipping. Repair, fill & level cracks, holes, depressions, rough or chipped areas of substrate. Slab to have

a light broom finish (hand troweled finish, or power finish. Not a burned power, troweled finish) when tile is installed.

- 6.4.7 If planning on recessing slabs to accommodate for the 3/8" tile depth, then you should target a 1/4" max recess. This will help avoid raised drains, floor jets, and adjacent surfaces once Life Floor is installed. On-site installers can grind concrete down around these areas to balance out the height if needed, but raising the level of the concrete is more costly.

Note: A high alkali slab (with a 10 to 14 ph) can signify a moisture problem. If a ph problem is found, the slab should be tested for moisture.

6.5 Floor Preparation:

- 6.5.1 The substrate needs to be cleaned from all dirt and debris.

- 6.5.2 The substrate needs to be dry with a relative humidity of less than 90 %.

Note: A high alkali slab (with a 10 to 14 ph) can signify a moisture problem. If a ph problem is found, the slab should be tested for moisture.

- 6.5.3 The substrate must be well intact (ie: not crumbling or chipping up). If the substrate is not intact then grinding or skim coating the floor may be required.

- 6.5.4 The substrate should be relatively smooth. A light broom finish surface is ideal. Very rough surfaces with high and low areas may not allow for enough surface area to come in contact with the substrate and could negatively affect the adhesion.

- 6.5.5 Ensure the substrate properly drains

- 6.5.6 Failure to properly prepare the substrate will affect the adhesion and may result in installation failure.

FURTHER EXCLUSIONS(TO BE PROVIDED BY OTHERS):

- a. Modifications if any to the pool.
- b. Temporary utilities. Fresh water supply for our use within 30 yards of waterslide work area. Dumpster.

- c. To provide pool, slide and play structure water drainage as required for continuous work flow.
- d. Where a specific number of days are provided for in a quotation, it is assumed to include for two days of travel so actual on-site days will be adjusted accordingly.
- e. To provide 240 x 60 amps and 120 x 30 amp electrical supplies at convenient locations within 100 ft. of work area throughout the job site to enable crews to perform the work.
- f. The owner agrees to grant additional time to the schedule at no cost to WhiteWater for delays due to inclement weather, equipment malfunctions, shipping delays or other schedule impacts beyond the control of WhiteWater or the owner.
- g. Purchaser agrees to allow WhiteWater to utilize photos and statements to promote and market at its discretion
- h. Substrate repairs and leveling is NOT included; if required, Change Work Order will be issued.
- i. Whitewater shall not be held responsible for any damage to underground services that have not been identified prior to works commencement.



**SPEC-AF
Specification—AquaForms™**

The AquaForms™ aquatic play system shall be suitable for installation in aquatic facilities and public play areas. The product shall be specifically designed for use by children and adults and is to be manufactured by an aquatic play design and engineering company with at least ten years' experience

- Refer to project drawing set for site plan and specifications, foundation, loading and plumbing requirements as well as color and theming options.
- Refer to installation drawing set for anchoring details and plumbing connection locations.

1. References (Standard Compliance)

1.1 ASTM International Standards

- 1.1.1 ASTM F2461 Standard Practice for Classification, Design, Manufacture, Construction, and Operation of Aquatic Play Equipment.
- 1.1.2 ASTM 1487 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

1.2 European Standards

- 1.2.1 EN 1176 Playground Equipment and Surfacing – Part 1 – General Safety Requirement.
- 1.2.2 EN 1069-1 Water Slides Safety Requirements and Test Methods.
- 1.2.3 EN13451-3:2011+A3:2016 Swimming Pool Equipment. Additional specific safety requirements and test methods for inlets and outlets and water/air-based water leisure features.

1.3 Chinese Standards

- 1.3.1 GB 18168 Specification for Water Amusement Equipment Category (PRC National Standard).

1.4 Australian Standards

- 1.4.1 AS 4685 Playground Equipment and Surfacing.

2. Submittals

2.1 Product Substitutions and/or Modifications

- 2.1.1 Should the Bidder wish to substitute products or make modifications to the product specified herein, the Bidder shall submit a written request outlining the requested changes.

2.2 Documentation

- 2.2.1 The Manufacturer shall provide the Purchaser with two sets of complete installation and operations manuals. The installation manual will describe the installation of the aquatic play system. The operations manual shall describe the startup procedure and day to day operations and maintenance of the aquatic play system.

2.3 Certification

- 2.3.1 The supplier shall be onsite to supervise initial startup of the AquaForms™ aquatic play structure, commission, and provide training on operation and maintenance. Once complete to the satisfaction of the operator, commissioning documents will be signed, and copies made available.

3. Product Installation / Start Up

- 3.1 When applicable, templates shall be supplied to facilitate installation of embedded anchoring equipment.
- 3.2 Structure is design for equipotential bonding. Each steel component shall be grounded if/when bonding cannot be achieved, this must be done by the installer per local codes. Reference document - WWI Bonding Reference Document
- 3.3 All below grade plumbing, and installation conduit including electrical supply panel and other items related to installation shall be supplied by the general contractor.
- 3.4 Product drawing and installation manuals shall be supplied by the manufacturer.
- 3.5 Upon completion of construction, the manufacturer shall provide the owner/operator adequate training on the operations and maintenance of the AquaForms™ aquatic Play structure. The manufacturer / installation supervisor may need to adjustment the overall flow and/or distribution to the features.

4. Quality Management System

All suppliers are expected to perform work under a quality management system that conforms with the requirements of ISO 9001, as evidenced by and subject to review of one or more of the following:

- a. Certification to ISO 9001
 - b. Quality manual and other pertinent documented information
 - c. Control of business processes and sub-suppliers focused on conformity of products & services
- Reference document - MAN0001003 WWI Supplier Quality Manual

5. Product Delivery, Storage, and Handling

- 5.1 All AquaForms™ aquatic play structures and associated equipment must be properly packaged and secured per packaging requirements while in transport to project site. Proper care should be given during loading and

unloading of the product with photo documentation upon loading and securing material in place within the transportation vehicle.

- 5.2 At the site, the AquaForms™ aquatic play structure and associated equipment are to be stored in safe, dry and free from exposure to abrasive surfaces in a secure location to prevent from harm or theft of the equipment.

6. Warranty

- 6.1 Five (5) years warranty on spray nozzles (brass and stainless steel).
6.2 One (1) year warranty on AquaForms™ galvanized steel play structural components and anchoring system.
6.3 Two (2) years warranty on polymer components: polycarbonate panels, ABS enclosure panels, UHMW, PVC, Rubber.
6.4 Two (2) years warranty on color coatings, stainless steel hardware & mechanical play product components, fiberglass components, netting material, plumbing, fittings, ball valves.
6.5 All warranties to be managed by the equipment supplier.

7. Manufacturing

- 7.1 The contractor shall install the following AquaForms™ aquatic play structure as intended by the manufacturer WhiteWater West Industries. 180-6651 FRASERWOOD PL, RICHMOND BC V6W 1J3. (604) 273 1068. www.whitewaterwest.com.

8. Materials

- 8.1 **Structural Frame:** All carbon steel is provided hot dipped galvanized as per ASTM A123/A123M Standard Specification for Zinc (Hot-Dip Galvanized) Coating on Iron and Steel products in accordance with ASTM385/A385M Standard Practice for Providing High-Quality Zinc Coatings (Hot-Dip), and shop painted per section 11 below.
8.2 **Fabrication:** All steel is fabricated in certified shops under American Welding Standards or Canadian Welding Bureau standard 2.1, CSA W47.1.
8.3 **Level of Fabrication:** All steel is provided for bolt-up assembly. All fasteners conform to ASTM F593/F594, F879, and A325 or as per design drawings. and are supplied.

- 8.3.1 All parts not required to be structural may be fabricated from material as specified per design drawings

- 8.4 **Decks, Landings, and Stairs:** All fiberglass decks and stairs shall have non-slip finish on exposed traffic surfaces. All corners are rounded with no exposed square edges. Each Deck component is structurally capable of supporting a minimum load of 100 lb./ft² (489 kg/m²).

- 8.5 **Finish:** All required carbon Steel and plastic components are prepared and coated in accordance with procedures that satisfy the appropriate Environmental Exposure Classification, typically SSPC-3B or ISO12944-C4 Atmospheric Exposure (pH 5 to 10).

- 8.5.1 All exposed galvanized metal and exterior PVC components are first prepped then primed with two coats of catalyzed epoxy primer then painted with two coats of catalyzed polyurethane topcoat that is chemical and ultraviolet resistant. This topcoat provides a high gloss finish that is extremely hard and damage resistant. FRP components may alternately use High Quality Gelcoat.

- 8.5.2 Touchup: Touch up finish paint (if applicable) and touch up paint for is provided.

8.6 Plumbing:

- 8.6.1 Manifold System, the aquatic play structure has an integrated manifold system for regulating water flows and pressures to each of the water effects. The manifold is constructed of steel and/or minimum schedule 40 PVC pipe (hard and flexible) that directly feeds the Monoliths and water features as per design drawings.
8.6.2 The manifold system is accessible for adjustment, and each valve will be labeled as to the location it controls.
8.6.3 Each water feature must be independently controlled by a dedicated adjustable valve to optimize water usage and maximize play value.

8.7 Hardware:

- 8.7.1 All anchor bolts are stainless steel, washers and nuts are provided except where specifies otherwise.
8.7.2 Primary structural fasteners (bolts, nuts, washers and screws) are stainless steel. Secondary fasteners are stainless steel where

required (slides and skirting). Unfinished plain steel hardware is not permitted for use.

8.7.3 Hardware for slides: All fasteners as required for flume to flume connections. Fasteners are stainless steel type 304/304L.

8.7.4 Caulking: All caulking necessary for flume to flume connections. Caulking is a polyurethane "Sikaflex 201", brand or equivalent.

8.8 Slides:

8.8.1 All fiberglass waterslide parts are produced to engineered laminate schedules in variable thickness to be compliant with relevant regulatory requirements including ASTM (F846, F853, F1193, F2376, and F2974), ISO 9000-2008 (Manufacturing) and British Standard EN 1069-01.

8.8.2 The base layer of isophthalic polyester resin is coated with two protective layers. Surfaces exposed to sunlight and back surfaces are coated with a polyurethane clear coat protecting them from UV. Riding surface molded and back surfaces are coated with an ISO/NPG gel coat protecting them against water fading and blistering from osmosis.

8.8.3 Drilling: All flanges are pre-drilled.

8.9 Enclosure Panels:

8.9.1 All areas below platforms and stairs less than 2.286m (7' 6") high is blocked off from the public access with solid panels, steel mesh panels or netting. All panels are finished with ultra-violet resistant finish.

9. Play Product Specification

9.1 Splash Bucket

Galvanized steel (300L) Tipping Bucket (TB), stainless steel shaft and pillow blocks. Tipping Bucket and exposed shaft shall be painted to meet WhiteWater's Coatings Performance Specification.

9.2 Splash Roof Spinner

9.2.1 Translucent or opaque kinetic spinner feature attached to a stainless-steel shaft and associated pillow blocks at the bottom of the Splash Roof creating a unique kinetic and spray effect from the water flow of the Tipping Bucket.

9.3 Water Distribution System

9.3.1 Main operating valves: All ball valves are of stainless steel and EPDM seat.

9.4 Staccato Blasters

9.4.1 Comprised of a stainless-steel housing, internal feature chassis and hardware. This feature creates rapid interrupted and aerated water blaster effect that softens the feel and provides tactile feedback to the user. The feature is activated by the squeezing of a full hand height trigger made up of smooth poly which activated an easy swap-out internal valve releasing the water stream.

9.4.2 The water gun is mounted on a base that will allow the gun to be aimed by the user. The water gun is mounted so that the gun discharge is at minimum 1.8 m (6') from ground level.

9.5 Hand and Foot Print Activators

9.5.1 Interactive handprint activator made of stainless-steel housing with a concentric translucent housing to provide a visual spinning turbine feature. Interactivity achieved by user pushing a round activation button with the symbol of a hand or foot for easy identification. This feature releases a stream of water to various deck and/or monolith-based spray effects.

9.6 View Domes

9.6.1 3/8" Clear Poly View Dome attached to a Monolith. All Hardware to be stainless steel.

9.7 Tumble Buckets

9.7.1 Translucent or opaque tipping cone or truncated cone shape suspended along a stainless-steel shaft mounted to the monolith. Feature fills and dumps due to water being injected into the vessel from a spray nozzle/opening above. This bucket can be a clear or colorized finish.

9.8 Spill Bowl

9.8.1 Translucent polycarbonate bowl mounted to the top of a support arm extending from a monolith. Bowl fills and water spills through a series of holes in an array pattern that allows water to drain

from the bowl as well as allow for the overflow effect. This bowl can be a clear or colorized finish.

9.9 Arch Fall

- 9.9.1 An arch shaped spilling arm extending from a monolith. This water feature provides a continuous flow through the unique architectural stainless-steel arch.

9.10 Shower Ring

- 9.10.1 A semi circle ring of stainless steel mounted to the main bucket support monolith with a series of spray nozzles provides a shower curtain effect for kids to hide behind or walk through with the Tipping Bucket looming overhead. This feature is located on the backside of the directional flow of the Tipping Bucket, so there is no risk of getting splashed by the bucket while you are getting soaked by the Shower Ring.

9.11 Deck Geysers

- 9.11.1 Each Hex-Deck is fixed with six in-deck spray nozzles which are activated by either a Hand Print button located on the deck side of a monolith or by a Foot Print button located in the center of each Hex-Deck. Each of these buttons will activate three of the geysers. Each set of three geysers have variable water flow so the operator can set them to the desired effect.

10. Product Requirements. The following list of assumptions have been made in preparation of these specifications for the AquaForms™ Interactive Play structure:

- 10.1 The customer is to provide elevation surveys for sloped areas or areas not at a constant elevation.
- 10.2 Water depth is typical 0" – 12" up to a maximum of 24" as agreed upon with the manufacturers requirements.
- 10.3 Safety clearance around the perimeter of the AquaForms™ structure must be 6' or greater, matching the safety zone shown in the plan drawing, as per ASTM requirements.
- 10.4 The surface areas of concrete slab under the footprints of AquaForms™ stair entries and slide shutdown lanes shall be level, and at constant elevation for the installation and function of the WWI components. Regions outside the specified areas can be contoured, with a typical 2%

slope, to drain as required by the pool design and the local codes or standards. Trenches, pits, abrupt elevation changes, etc., in concrete slab shall be positioned away from WWI components to avoid supporting zone encroachment.

- 10.5 Requirements to thickness and details of the reinforced concrete slab supporting the structure shall be confirmed with the construction drawings issued by WWI. For new concrete slab, concrete material shall possess minimum 28-days compressive strength of 30 MPa (4.35 ksi), and reinforcing steel shall be deformed rebar with minimum yield strength of 400 MPa (60 ksi). For preliminary planning purpose, minimum thickness of concrete slab for standard models shall be 300 mm (10") inches in the defined areas under the AquaForm unit.

- 10.6 Slab-on-grade supporting the structure shall be constructed over compacted non-frost susceptible granular sub-base soil (or fill) with minimum net allowable bearing capacity of 95 kPa (2000 psf). Settlement of slab at any location shall not exceed 25 mm (1 inch) from the initial stage of construction, and differential settlement between any two locations shall not exceed 1:500 (vertical: horizontal). The Purchaser shall retain a geotechnical engineer to design, to review, and to approve the sub-base preparation. Crack control and frost-protection to slab-on-grade shall be the responsibility of the Purchaser's engineers.

- 10.7 Use of RAL paint colors as per color guide.

- 10.8 Standard AquaForms™ models are designed up to ASCE 7-16 basic wind speed of 130 mph (58 m/s) [3 second peak gust], basic snow load of 10 psf (0.5 kPa), basic design wind speed of 100 mph (44.7 m/s) [3-second peak gust], or quasi-static lateral earthquake force of 60% seismic weight as per ASCE 7-05. If any of these criteria is exceeded, custom design of the AquaForms™ structure would be required.



SPEC-FR Specification – FlowRider® Double Equipment

The FlowRider® package is a complete system and is intended for installation in a containment tank constructed by the client. Origin of equipment manufactured to include Canada, United States, China, and Europe to include Germany, Sweden, and the United Kingdom.

1. Scope of Supply

1.1 FlowRider® Double including

1.1.1 Stainless steel main structure

- Two Nozzle Assemblies
- Two Pump Tube Assemblies
- Two Inlet Assembly
- Two Drive Train Mounting Frames

1.1.2 Tension Structures

- Stainless Steel Side Tension System Left
- Stainless Steel Side Tension System Right
- Stainless Steel Rear Tension System

1.1.3 Recovery structures

- Rear Recovery Structure
- Front Run-out Structure

1.2 Pumps

1.2.1 Pumping System: Two Submersible Pumps (Tariff Code: 8413702004)

If the Electrical Control Panel is placed adjacent (touching) to the rear or side wall, then sufficient pump cabling (19m / 62') will be provided to reach the panel. If the Electrical Control Panel is placed remotely then the Purchaser shall provide a junction box at the Attraction and run cabling to the panel at Purchasers expense.

1.3 Electrical

- 1.3.1 Electrical Control Panel (Tariff code "TC": 8536.50.40)
- 1.3.2 Remote electrical control podium
- 1.3.3 Remote emergency hatch shut off switch
- 1.3.4 Cable routing clamps
- 1.3.5 Lockout/tagout kit for electrical panel

1.4 Padding System

- 1.4.1 Vinyl Fabric (TC: 3921 9060 0000H)

- 1.4.2 High density foam padding

- 1.4.3 Foam adhesives

- 1.4.4 Material primers

- 1.4.5 Material cleaners

- 1.4.6 Caulking

1.5 Drainage System

- 1.5.1 Max Recovery water drainage system (Tariff Code: 39181010)

1.6 Ride Surface

- 1.6.1 Composite Membrane Ride Surface (CMRS) (TC: 3921 9060 0000H)

1.7 Flow Fence (1 unit)

- 1.7.1 FF pump
- 1.7.2 FF Mounting supports

1.8 Installation supervision

1.9 FlowRider® boards – Twelve (12) FlowRider® bodyboards and Six (6) FlowRider® "Outlaw" Standup Boards

1.10 FlowRider® logo will appear on the Attraction as shown in _____

2. Operator Training

- 2.1 During the commissioning we request that the Operator assign one of his representatives to receive training in all aspects of the maintenance and operation of the FlowRider®.

This list may include parts that may be omitted, modified, or replaced as Seller deems necessary in its sole discretion for proper installation of the Attraction.

Appendix 3 On-Site Services - Specifications

INSTALLATION					
APPLICABLE TO:	ITEM	ITEM DESCRIPTION	SPEC	SELLER	BUYER
SK-23A, 21, 3, AquaSplash, FlowRider Double	4	Installation Advisory Services of WhiteWater supplied equipment		■	
	4.1	Ensure the work will be performed in accordance with WhiteWater's engineering drawings and specifications		■	
	4.2	Follow commonly accepted principles of good workmanship		■	■
	4.3	Provide an initial inventory of all WhiteWater supplied materials delivered to the site		■	
	4.4	Advise the client's installation contractor on best installation practices specific to our supplied products		■	
	4.5	Advise the owner if the equipment is not being installed as per WhiteWater's engineering drawings and specifications and industry standards		■	
	4.6	Work with the project stakeholders to develop and maintain a construction plan that will meet the overall project schedule		■	
	4.7	Advise the installation contractor on the sequencing of work to ensure the most expeditious install of materials		■	
	4.8	Provide the owner with an on-site representative to attend any scheduled site meetings and ensure effective communication between them and WhiteWater – acting as the primary on-site liaison between		■	
	4.9	The following conditions apply to the specified duration of man days included in the contract: - Duration is based on a seven-day work week and continuous work on site. If there are any "down days" where they are prevented from accessing the project site or if there is no installation crew available on certain days, these "down days" will be counted as part of the specified duration. - In case compliance with local labor laws or safety procedures on site - whichever is the more stringent – prevents a seven-day workweek, in consultation with Purchaser, schedule and price will be adjusted to reflect such compliance. - If the Installation Advisory Service extends past the specified duration for any reason outside of the control of WhiteWater, the Purchaser shall reimburse WhiteWater at a specified daily rate of \$1450 USD/day. - If the Install Advisor must leave the project site for reasons caused by the Purchaser or others, then all costs for return trips are reimbursable by the Purchaser.			■
	4.10	To provide and pay for travel to the project site, local travel, lodging and per diem for the Installation Advisor for the duration specified herein.		■	

	4.11	Should the installation crew provided by the client not be English speaking, a translator will be provided by the purchaser at their expense			■
	***	NOTE: Prior to WWI's arrival to site and equipment placement, a survey by a qualified land surveyor must be provided to WWI that shows the correct placement and orientation of the items in 5.10 below: all foundations, footings, concrete columns and piers, complete with placing steel embed plates and / or anchor bolts in the correct locations and orientations.			■
SK-23A, 21, 3, AquaSplash, FlowRider Double	5	Installation of WhiteWater supplied equipment			■
	5.1	Special Inspections required: Buyer shall be responsible for the following inspections (whichever applicable in the project) as per IBC or AISC carried out by qualified personnel: 1. Soil Compliance (As per Table 1705.6, 2015 IBC) 2. Concrete Construction (As per Table 1705.3, 2015 IBC) 3. Structural Steel Welding (As per Table N5.4, AISC 360-16) 4. High strength Bolts (As per Table N5.6, AISC 360-16) 5. Pier Deep Foundation (As per Table 1705.7&8, 2015 IBC) Notes: Local code requirements shall take precedence if more stringent.			■
	5.2	Ensure the work will be performed during regular hours and there are no encumbrance for lifting or building.			■
	5.3	Offload and deliver WhiteWater supplied equipment to final installation location.			■
	5.4	Completion of site readiness checklist with confirmation in picture format of all items on the list before sellers site advisor mobilizes to site. Failure to comply may result in delays to the schedule and/or additional charges.			■
	5.5	All on-site construction, including installation of all equipment supplied by WhiteWater. Erect all structural steel supports and tower plumb and level in accordance with WhiteWater engineering drawings			■
	5.6	All required demolition and removal of existing structures and equipment.			■
	5.7	Labour, materials, and equipment required to complete the installation of WhiteWater supplied equipment. It is understood that sufficient qualified resources will be supplied to complete the work within the specified duration of the Installation Advisory Services.			■
	5.8	A qualified foreman responsible for providing the means and methods of assembling complex steel and fiberglass structures and directing the crew.			■
	5.9	Adequate lay-down area for equipment pre-assembly and for storage of the equipment, convenient to the site and close to the final position of the equipment. The lay-down area must be hard surfaced and accessible for trucks, cranes, fork lifts and other equipment necessary for the installation of the WhiteWater supplied equipment. The storage area must be safe, dry, and free from exposure to abrasive surfaces.			■

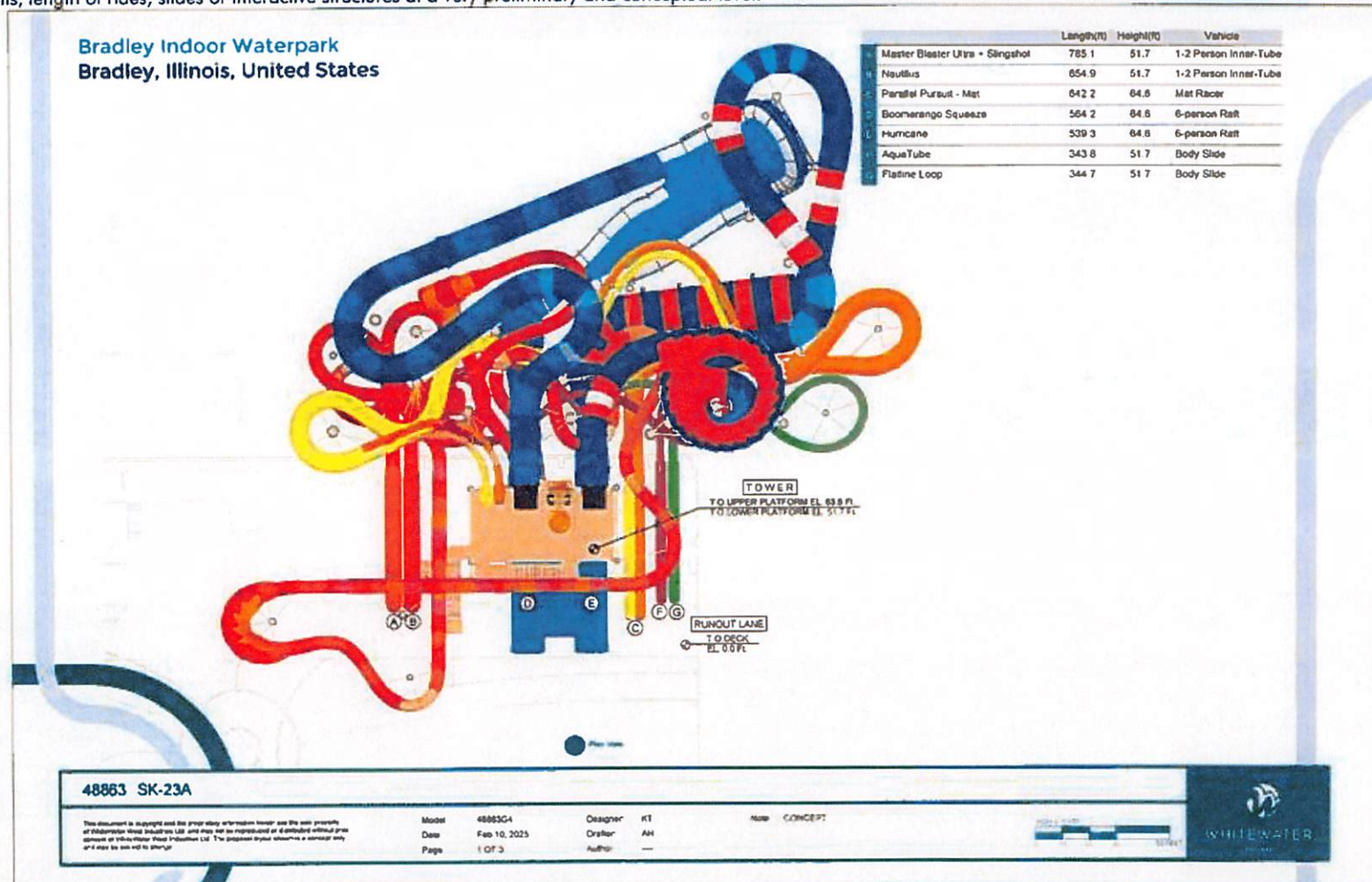
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|------|--|--|--|---|
| 5.10 | <p>All site work including, but not limited to: soil tests, stripping, grubbing, filling, site grading, site drainage, all foundations, footings, concrete columns and piers (and grouting of all column baseplates), complete with placing steel embed plates and / or anchor bolts in the correct locations and orientations as surveyed by a qualified land surveyor.</p> <p>NOTE: The successful installation of the WhiteWater equipment will require accurate installation of all foundations, pedestals and anchor bolts. These need to be within the tolerances documented in the WhiteWater engineering drawings. WhiteWater's suggested best practice for constructing the foundations would include the following steps:</p> <ul style="list-style-type: none"> - Pre-construction meeting with WhiteWater, Purchaser and Concrete contractor to discuss the details of the WhiteWater Engineering drawings and the best approach for construction. - Lay out the location for each foundation and then confirm the center of the pedestal rebar cages by a surveyor before placing concrete. - Pour the foundations. - Once the anchor bolts have been placed inside the rebar cages projecting from the poured foundations, have a surveyor confirm the location and elevation for 1 bolt on each of the X and Y axes for each pedestal to ensure they are within the required tolerances and adjust as needed before placing concrete. This survey information should be shared with WhiteWater for review. - Once it has been confirmed by the surveyor that the positions of the anchors are within tolerance, proceed with pouring the pedestal concrete. | | | ■ |
| 5.11 | All required site welding carried out by a certified professional welder | | | ■ |
| 5.12 | Building and sealing of building wall penetrations or enclosures, if required. | | | ■ |
| 5.13 | All slabs on grade for shutdown lanes and / or pool decks. | | | ■ |
| 5.14 | Construction of all pools, including pumps, valves, piping, filters, fittings, VFD's, starters, etc. This includes connection of water supply pipes to WWI equipment. | | | ■ |
| 5.15 | The necessary block-outs in the pool walls and slabs to accommodate the slide pieces and to complete and finish this area after the slide is installed. | | | ■ |
| 5.16 | All concrete work on tower platforms, stairways and walkways | | | ■ |
| 5.17 | Adequate protection for the WhiteWater supplied equipment against paint over-spray, debris, concrete splatter or misuse by trades during the completion of the project. | | | ■ |
| 5.18 | Cleanup of all concrete spatters and drips that fall on any fiberglass slide parts, support steel, or tower steel. | | | ■ |
| 5.19 | Electrical connections, conduit and field wiring to any WhiteWater supplied electrical equipment. This include grounding. | | | ■ |
| 5.20 | Adequate water and electrical supplied within reasonable access to the work area for construction activities. | | | ■ |

	5.21	Adequate toilet facilities within reasonable access to the work area.				■
	5.22	Adequate waste disposal containers.				■
	5.23	All buildings, mechanical rooms, change rooms etc. as required for the project.				■
	5.24	Adequate access to the site for trucks, cranes, fork lifts, and other equipment necessary for the installation of the WhiteWater supplied equipment.				■
	5.25	Assume the risk of loss or theft of the construction materials, tools and equipment on site and is responsible to provide adequate security and fencing.				■
	5.26	Clean interior and exterior of slide, ready for public use (WWI Install Advisor will demonstrate)				■
	5.27	Wax interior of slide, ready for public use (WWI Install Advisor will demonstrate)				■
	5.28	Any other expenses not specifically defined in WhiteWater's obligations.				■

COMMISSIONING						
APPLICABLE TO:	ITEM	ITEM DESCRIPTION	SPEC	SELLER	BUYER	
SK-23A, 21, 3, AquaSplash, FlowRider Double	6	Commissioning				
	6.1	Testing the Whitewater supplied equipment		■		
	6.2	Certify that the equipment is compliant with WhiteWater's engineering drawings and applicable standards before the equipment is deemed ready for operations.		■		
	6.3	Provide basic training for operation and maintenance of WhiteWater supplied equipment.		■		
	6.4	Costs associated with any on site local authority inspections, permits, 3rd party certifications				■
	6.5	Client provide test riders of various sizes for test runs during Commissioning.				■
	*6.6	Safety Signage is installed as per WWI Operations Manual				■
	*6.7	All mechanical systems (including flow meters) and structures required to operate the ride will be complete, calibrated, and operable				■
	*6.8	All electrical systems required to power and control the ride will be complete and operable				■
	*6.9	At the purchaser's expense, filtered and treated water will be available in advance of testing				■
		*If, as a result of delays caused by the Purchaser or others, and the Installation Advisor is unable to certify the equipment during the specified duration, then all costs for return trips are reimbursable by the Purchaser.				
	7	Post-Commissioning				
	7.1	Final Operations and maintenance manual				■

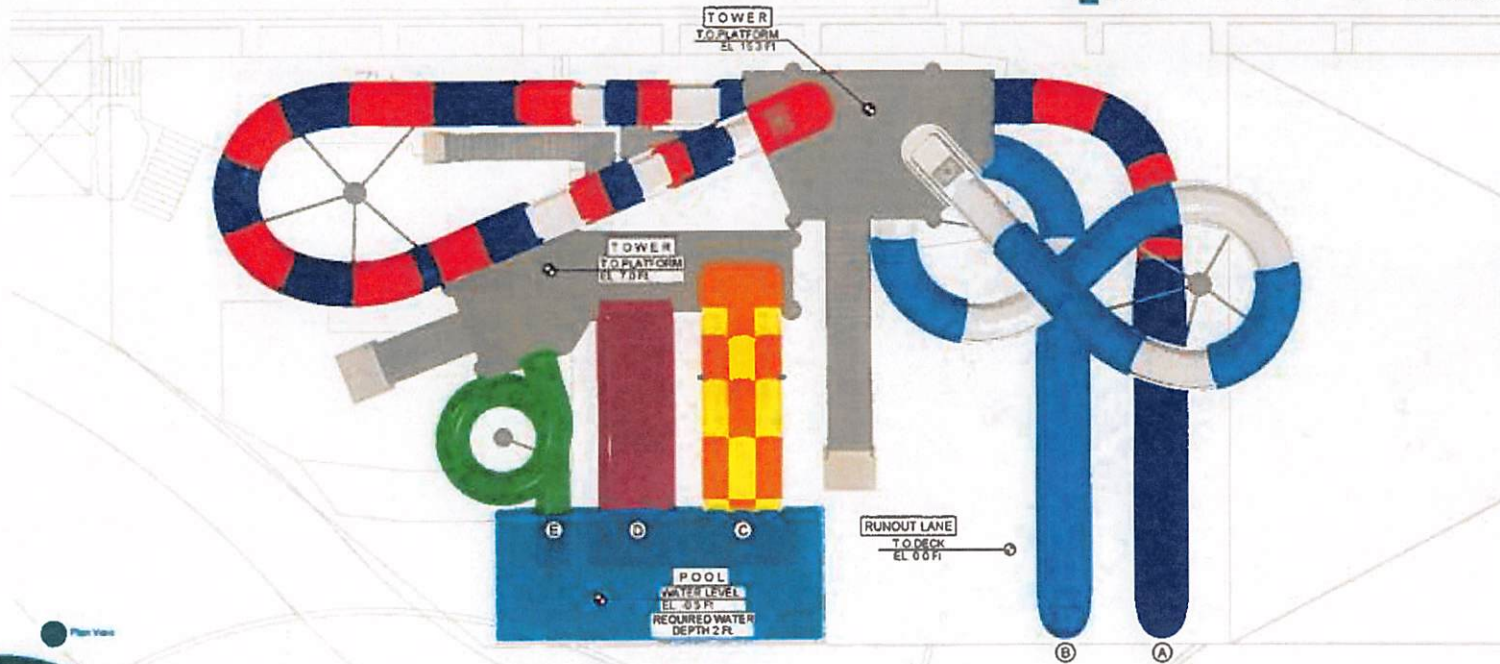
Appendix 4 Indicative Preliminary Design included

Indicative Preliminary Design is a compilation of drawings, specifications and notes intended to provide the Owner with an indication of feasibility of design to the proposed project scope, including a general arrangement of WhiteWater's products (within provided site boundary) and showing an indication of the functional requirements, tower heights, length of rides, slides or interactive structures at a very preliminary and conceptual level.



Bradley Indoor Waterpark
Bradley, Illinois, United States

	Length(ft)	Height(ft)	Vehicle
Mini Blaster	252.0	15.3	Kids Inner Tube
Mini Open Flume	197.1	15.3	Kids Inner Tube
Multi-Lane - 3 Lane	31.4	7.5	Kids Body Slide
Ramp Slide	27.0	7.5	Kids Body Slide
Pool Sider	57.4	7.5	Kids Body Slide



48863 SK-21

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Model: 48863E8
Date: Jan 27, 2025
Page: 1 OF 3

Designer: DC
Drafter: LZ
Author: ---

Note: ---

SCALE: 1/8" = 1'-0"

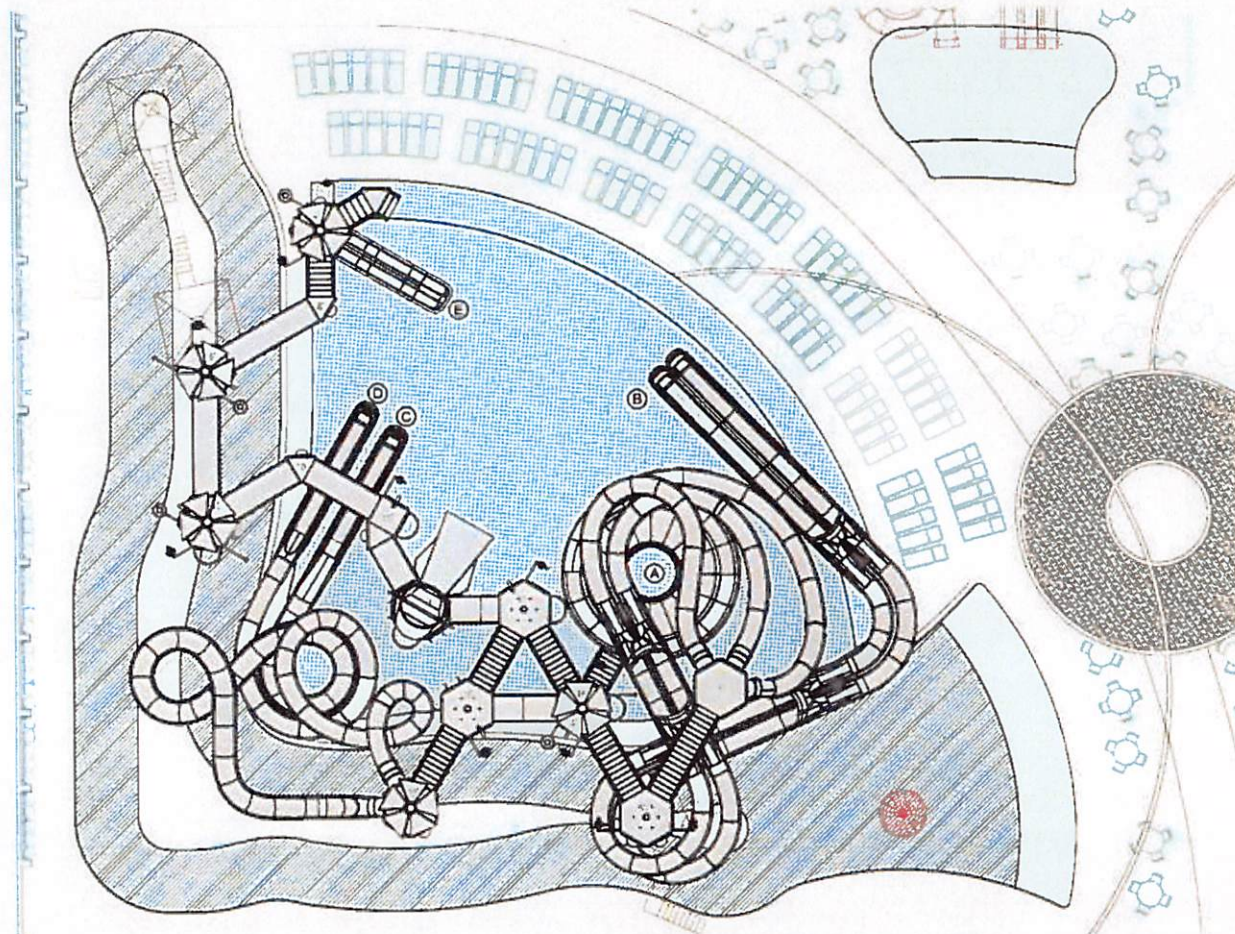
WHITEWATER.
WORLD ATTRACTIONS LTD.

AQUAFORMS MODEL AF-12TBC PLAN VIEW

Features	Qty
1000L Topping Bucket	1
AquaTube Closed Slide	1
Arch Falls	3
Arch Water Curtain	5
Floor Jets (6)	3
Footprint Activator	3
Handprint Activator	13
Hose Jets	10
Mini Multi-Lane	1
Pool Side Open Slide	1
Open Spinner	3
Spill Bowl	4
Staccato Blaster	9
Surprise Spray	10
Traction Orb	4
Turnstile Bucket	4
View Dome	7
Champagne Bowl	1
Parasol Periscope Slide	2
Total Play Features	86
Total Features Including Jets	100

Slides	Land(0)	Hgt(ft)	Vehicle
Champagne Bowl	30.1	32.0	Party Ship
Parasol Periscope	247.1	32.0	Body Slider
Pool Side	170.0	22.0	Body Slider
AquaTube	122.0	22.0	Party Ship
Mini Multi-Lane	10.7	4.0	Body Slider

Instantaneous Capacity
310 (Pool) + 190 (Structure) = 500 Persons



48863-4 | Bradley Indoor Waterpark / IN / United States | SK Drawing

DESIGNED BY H.B. | DRAWN BY S.C. | CHECKED BY H.B.

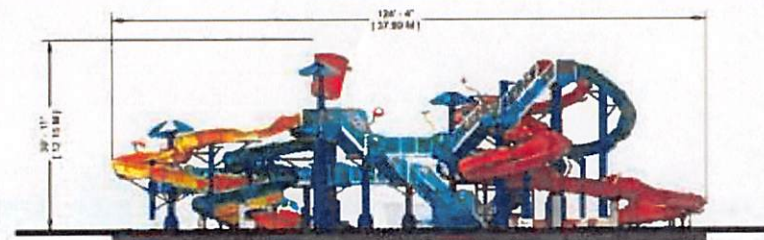
SK 48863-3 | Model: AF-12TBC | Slide Model: 48863R1 | Page 1 of 3 | DEC 11, 2024

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Bradley Indoor Waterpark • March 12, 2025



FRONT VIEW



TOP VIEW



ISOMETRIC VIEW

48863-4 | Bradley Indoor Waterpark / IN / United States | SK Drawing
 DESIGNED BY: H.B. | DRAWN BY: S.C. | CHECKED BY: H.B.
 SK 48863-3 | Model: AF-12TBC | Slide Model: 48863R1 | Page 2 of 3 | DEC 11 2024



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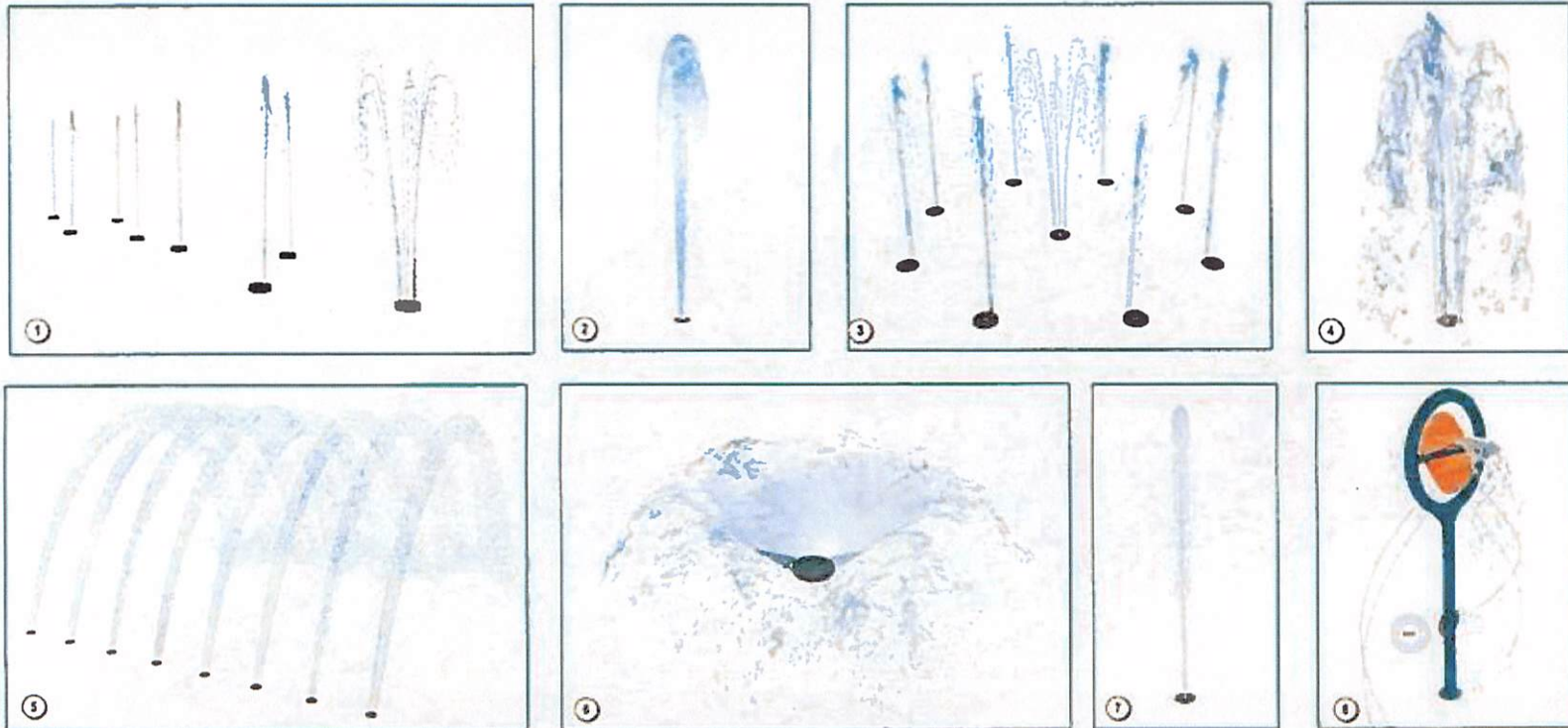


ISOMETRIC VIEW

48863-4 | Bradley Indoor Waterpark / IN / United States | SK Drawing
 DESIGNED BY H.B. | DRAWN BY S.C. | CHECKED BY H.B.
 SK 48863-3 | Model AF-12TBC | Slide Model 48863R1 | Page 3 of 3 | DEC 11, 2024

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48863-2 BRADLEY INDOOR WATERPARK | AF-15TBC AREA | SPRAY TOY LAYOUT

DESIGNED BY A. JOHNSON | DRAWN BY A.J. | REVIEWED BY K.L.
PAGE 2 OF 2 | AREA: 4,709 FT² | V1 | DATE: 11/13/2024



Bradley Indoor Waterpark • March 12, 2025



Appendix 5 Preliminary Schedule

PROJECT NUMBER: 48863-10	PROJECT NAME: Bradley Indoor Waterpark	PROJECT LOCATION: Bradley, Illinois, USA	BELOW INFO REQUIRED BY: YYYY-MM-DD
-----------------------------	---	---	---------------------------------------

The purpose of this document is to confirm the Critical Information required to start a given project is available and in the possession of WhiteWater. Project schedules and other documents are to be confirmed separately.

Purchaser's initial _____

1. GENERAL REQUIREMENTS (all projects)	
Item	Requirement
a.	<ul style="list-style-type: none"> a. Project name b. Address of the property c. Name and address of the owner. d. With whom is Purchaser contracting with i.e., owner, GC, subcontractor, etc. e. Type of work Purchaser is providing i.e., material supplier, subcontractor, general contractor. f. Is there a bond on the project? Yes or No. If yes, provide a copy of the bond. g. Is there a Notice of Commencement? Yes or No. If yes, please provide a copy of the Notice of Commencement.
b.	Clearly Defined Scope (some examples of information needed are in bullet point below) <ul style="list-style-type: none"> Client-approved Statement of Work (what we are contractually obligated to provide/supply) Final client approved SK drawings Defined project design code(s) Defined 3rd party review (if a review is required, who will conduct it & to what standard) Defined product interfaces (underground utilities to avoid/slide penetrating wall of building) Client specific design requirements Customization requested by client
c.	CAD site layout with the following: <ul style="list-style-type: none"> Defined elevations Site coordinate system Site Boundaries and limiting envelopes Utilities and easements needing to be taken into account
d.	Geotechnical Report (soils report)
e.	Climatic report (seismic/wind/climate)
f.	Approved theming design
NOTES	

2. PROJECTS INVOLVING POOLS	
Item	Requirement
a.	Final pool plan (when pools are a part of the project) <ul style="list-style-type: none"> Deck Plan Deck elevations Water levels Pool layout Pool Wall cross sections at WWI product interfaces

3. INDOOR PROJECTS	
Item	Requirement
a.	Additional information for indoor projects <ul style="list-style-type: none"> ▪ Building plans with elevations and cross sections in CAD and PDF ▪ Architectural and structural drawings, plan, elevations and cross sections (especially where building is penetrated by our products) ▪ Foundation and roof design in area(s) where WWI attractions are located ▪ Mechanical drawings
4. PROJECT INVOLVING AQUAPLAY	
Item	Requirement
a.	Pool layout including contours, cross section and flat area under the attraction.
NOTES	

Purchaser has reviewed the Work Schedule

Purchaser's initial _____

Schedule is to come.

Appendix 6 Purchase Price Breakdown

COMPLEX	ALL-IN-ONE SLIDES COMPLEX - HURRICANE + BOOMERANGO	KIDS SLIDES COMPLEX	AQUAFORMS AF-12TB	AQUASPLASH TOYS (TOTAL 20 UNITS)	FLOWRIDER DOUBLE
DRAWING	SK-23A	SK-21	SK-3	-	-
DESIGN SERVICES (ENGINEERING)	\$432,290	\$76,308	\$188,798	\$8,154	Included
EQUIPMENT SUPPLY	\$9,603,043	\$793,931	\$2,246,822	\$68,637	\$886,193
Life Floor around AF unit (7,409 ft2)	-	-	\$271,650	-	-
INSTALLATION ADVISORY SERVICES	\$279,323	\$48,408	\$91,616	\$6,194	Included
PREVAILING WAGES	\$112,410	\$13,685	\$58,886	\$2,561	Included
NO. OF MAN-DAYS ON-SITE	159	21	60	4	Included
COMPLEX TOTAL (USD)*	\$10,427,066	\$932,332	\$2,857,772	\$85,546	\$886,193
GRAND TOTAL (USD)*	\$15,188,909				

*Prices above are exclusive of all sales taxes.

Appendix 7 Safe Use and Maintenance of the Attraction

The following terms apply to the Purchaser signatory of this contract when it is also the Operator or when Purchaser is not the Operator of the FlowRider®, these terms will apply to the Operator who is made part of this contract in that regard and as a condition for the Operator to gain the benefits included herein.

The Purchaser represents as a condition of his performance under this contract, that he has informed the Operator and has obtained agreement from the Operator of these terms.

To promote the safe use and maintenance of the Attraction, Operator will maintain and operate the Attraction in accordance with the FlowRider® Operations and Procedures Manual ("Manual"); post and maintain all warnings and notices as issued by Seller and which is shown as Attachment 5; modify or alter the Attraction only with the express prior written authorization of Seller; increase or decrease the discharge flow rate or velocity of the Attraction only with the express prior written authorization of Seller; and use only Seller approved body-boards and flow-boards.

Operator, shall require all persons, including but not limited to paying or complimentary guests, employees, staff, or any other riders on the Attraction to sign a Release of Liability Agreement with the form and substance as shown as Attachment 6 or with Seller written consent, a modified version for purposes of enforceability.

A failure to abide by the above by Operator or Purchaser as might apply, will result in all indemnifications and warranties offered herein to be null and void. When the Purchaser has failed to obtain agreement from the Operator, there will be no obligation by Seller to complete the commissioning of the equipment nor to provide certification that the equipment is fit for general use without any liability to Seller. Once the defaults have been corrected, Seller will resume the performance of the work up to final acceptance.

Subject to the above, Seller shall provide FlowRider video and print marketing materials to Operator, as requested. Seller may also acknowledge Operator in any promotional material utilizing video or print material that depicts the Attraction.

Acknowledged read, understood, and accepted by:

By: _____

Acting on behalf of Operator: _____

By: _____

Acting on behalf of Purchaser: _____

Appendix 8 FlowRider Special Instructions and Clauses

1 – Notices, Instructions & Warnings



TAKE TIME TO READ THESE IMPORTANT NOTICES, INSTRUCTIONS & WARNINGS

1. This is a very strenuous ride. The moving water is extremely turbulent, and the ride surface is firm.
2. Bodyboarding or Stand Up Riding on this sheet wave is a body-active, participatory sport. As with all sports, care must be taken to avoid a mishap and to avoid possible injury.
3. Participants must be in good physical condition and free from any physical limitations to participate. Pregnant women and persons that have had a recent surgery or illness, has a heart condition, neck, back or bone ailments, high blood pressure or aneurysms, or are under the influence of drugs, alcohol or prescription medications should not ride.
4. Participants must be 48" (1.22 m) tall to Stand Up Ride and 42" (1.07 m) tall to Bodyboard. First-time participants must start by bodyboarding and must enter the ride from the bottom on the right or left side.
5. Jewelry, hats, footwear, eyeglasses, or loose articles of any type are not recommended on the ride as they may injure the participant.
6. Loose clothing or bathing suits may be pulled off by the flowing water. Cover-ups are suggested.
7. Entering the ride. After receiving instruction from the Wave Operator, follow these instructions carefully:
 - a. If bodyboarding: place your bodyboard onto the flow of water slick side down. Lie down on your stomach, head facing the flow of water, with your hips along the rear edge of the board. Your legs should be extended straight behind you to serve as rudders. Grab both sides toward the front of the board. Keep fingers, hands and elbows on top of your board to minimize water splashed into eyes. Gently push into the flow. You may also ride in a kneeling position.
 - b. If Stand Up Riding: holding the nose of the board, place your flowboard onto the flow of water slick side down. Place your back foot approximately at the tail of the board, and position your front foot above the mid-point of the board. Place your weight primarily on your back foot. Gently push into the flow. Remember to keep your weight on your back foot at all times.
8. Avoid jumping into or entering the ride at high speed; avoid placing weight on front foot. **YOU WILL WIPE OUT!**
9. Steer your board into the center of the flowing water. You can control your board by gently shifting your weight. Try to keep your board pointed in the direction of the oncoming flow of water. Edge control is the key. When Stand Up riding, keep weight on your back foot!
10. If you wipe out, do not hold onto your board. Release the board immediately, cover your head, and keep limbs close to your body and try to brace for impact with feet first.
11. Single riding only is permitted. No tandem riders or multi-person riding is allowed.
12. Participants, or those waiting to participate, shall not be on or inside the attraction at anytime unless they are physically riding the FlowRider.
13. To reduce the risk of a tear or injury, trimmed finger and toe nails are recommended.
14. **CAUTION!** The ride surface of this ride is very slippery. **DO NOT** attempt to walk on the ride surface. You may only stand to walk and exit after coming to a complete stop on the blue drain grating.
15. Obey the Wave Operations Staff at all times.
16. It is recommended that first-time participants observe other participants riding the attraction before attempting to ride.

HOW TO BODYBOARD

ALL FIRST TIME PARTICIPANTS OF THE FLOWRIDER MUST BODYBOARD AND ENTER THE RIDE FROM THE BOTTOM LEFT OR RIGHT PRIOR TO STAND UP RIDING. ALL PARTICIPANTS MUST BODYBOARD.



HOW TO STAND UP RIDE



WARNING! TO MINIMIZE RISK OF INJURY:

- DO NOT STEP OFF BOARD ONTO INCLINED RIDE SURFACE
- AVOID THE SIDES OF SURFACE WHERE WATER FLOW IS MINIMAL
- ONLY USE BOARDS MADE BY AND/OR APPROVED BY FLOWRIDER, INC.



www.flowrider.com

www.flowhouse.com

www.flowboarders.com

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www.flowrider.com/patients



ATTENTION: READ BEFORE RIDING!

WAVE RIDING DISCLOSURE & ASSUMPTION OF RISK



IF YOU WOULD NOT SKATEBOARD, WAKEBOARD, OR SNOWBOARD, THEN

YOU SHALL NOT STAND UP RIDE ON ANY FLOWRIDER ATTRACTION. IF YOU ARE NOT ACTIVELY PARTICIPATING ON THE FLOWRIDER, YOU SHALL NOT ENTER THE RIDE AREA!

The FlowRider® is a very aggressive white water attraction. You will fall and/or unavoidably achieve body positions that result in the potential for severe personal injury during your participation on the FlowRider. The tricks, stunts or body positions that you may (or inadvertently do) achieve will be based upon your real or perceived physical abilities and skill level. There is a risk of self-inflicted injury or injury caused by others that can result from such tricks, stunts or body positions which exceed your skill level (and which may occur irrespective of your skill level). For instance, you may sustain injury as a result of slipping on or striking surrounding ride elements, e.g., firm ride surface, flow fence divider, support structures, ride vehicles, containment walls, entering/exiting patrons, Wave Operators, or other ride components. In addition, since the attraction and its ride vehicles (flowboards/bodyboards) may contain fiberglass, plastic, wood, metal or other hard and potentially dangerous materials, contact with them may also cause injury. Such ride vehicles may also have foot straps or board to-body attachments that may cause injury. Furthermore, riding may result in the flow of water picking you up and pitching you head-over-heels onto a fiberglass/steel sub-surface that may be exposed or partially covered by one inch of foam or ½ inch of vinyl matting. After this initial dump you may subsequently collide into structural elements that lie directly in the path of the water flow. All of the above is risky, and although many before you have ridden unscathed, severe injury and/or death is possible.

Riding this attraction involves certain inherent risks of severe injury or death. By choosing to participate, you agree to hold harmless and waive any and all claims against FlowRider, Inc., WhiteWater West Industries, Ltd., _____ and all of their respective officers, directors, members, agents, subsidiaries, parent companies, employees, insurers, including but not limited to claims for personal injury, death, or property damage, incurred in any way related to your use of and participation in the activity of riding the FlowRider.

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!**



You must be at least 42" tall to bodyboard



You must be at least 48" tall 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, Alcohol or Prescription Medications

Or any other physical or mental condition that could affect your ability to participate in this aggressive activity. If you have any questions of your ability to participate in this aggressive activity, you should consult with your physician.



THERE ARE RISKS!



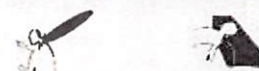
Riding a FlowRider is a very aggressive & strenuous activity, particularly for first-time participants. All participants must be in good general health & must have a good level of overall balance & fitness.

BEFORE ATTEMPTING TO RIDE, WATCH THE SAFETY VIDEO TO UNDERSTAND THE RISKS OF THIS ACTIVITY

RIDING THE FLOWRIDER IS AN EXTREME SPORT & HIGH-RISK RECREATIONAL ACTIVITY. YOU WILL FALL ON SOFT & HARD SURFACES.



FALLING MAY RESULT IN THE BOARD STRIKING YOUR BODY OR YOUR BODY STRIKING THE RIDE SURFACE WITH GREAT FORCE.



READ & OBEY ALL POSTED INSTRUCTIONAL SIGNS. FAILURE TO COMPLY MAY INCREASE THE RISK OF SEVERE PERMANENT INJURIES OR EVEN DEATH.

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

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.

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

First Name		Last Name		Middle Initial
Street Address		City	State	Zip
Email Address			Telephone Number	
Birth Date	Age	State Driver's License/ID Card Number	Issuing State	Expiration Date
Emergency Contact Name			Emergency Contact Telephone	

Are you a first-time patron of the FlowRider? (circle one) YES NO

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 **SERIOUS** PHYSICAL OR MENTAL INJURY, SERIOUS INJURY TO HEAD, NECK, BACK, HIPS, ILLNESS OR DISEASE, PARALYSIS OR DEATH.

This document affects your legal rights. By writing your signature below, you acknowledge that a) if you are a first-time participant to the FlowRider, you are required to start by bodyboarding prior to stand-up riding, b) you have read and understood any and all instructions and signage having to do with the FlowRider attraction and c) you have read and understood the disclosure of risks, voluntarily and willingly 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 Bodyboard or 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 of the permission to participate in the Activities and use the Facilities, I hereby acknowledge, agree, promise and covenant on behalf of myself, my heirs, assigns, personal representatives and estate with WHITEWATER WEST INDUSTRIES LTD., FLOWRIDER INC., [Insert Operator's name] and [Insert Facility Name] each of their lessors, parent companies, subsidiaries, related companies, Thomas J. Lochtefeld, 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 referred to as "Releasees") as follows:

ACKNOWLEDGEMENTS OF RISKS: I UNDERSTAND AND ACKNOWLEDGE that the Activities in which I am about to voluntarily engage bear certain known and inherent risks and unanticipated risks that could result in **SERIOUS** PHYSICAL OR MENTAL INJURY, SERIOUS INJURY TO HEAD, NECK, BACK, HIPS, ARMS, LEGS, ILLNESS OR DISEASE, PARALYSIS OR DEATH OR OTHER 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 and assume 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 serious injury, paralysis, 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 and that I am freely and voluntarily agreeing to be considered an active participant in this Activity.

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 my active 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.

RELEASE OF ALL RIGHTS RELATED TO MY AUDIO AND PHOTOGRAPHIC IMAGE: I hereby agree to a blanket release of all rights related to my audio and photographic image that may arise out of my participation in the Activities or use of the Facilities. I understand that this release includes any and all marketing, promotion or advertising that may occur anywhere and anytime on any media as later used by Releasees. Further, I hereby grant full permission for Releasees, to record any or all of my participation, and my name and likeness in the Activities for photos, motion pictures, TV, radio, Internet, recordings, videotapes, and other media, known or unknown, and to use them in perpetuity, no matter by whom taken or recorded, in any manner for publicity, promotions, advertising, trade or commercial purposes, without any reimbursement of any kind due to me, or the need to pay me any fee whatsoever. I agree that Releasees will be the exclusive owner of all rights, including but not limited to the copyrights, in and to the recordings and the results and proceeds of my participation hereunder ("Materials"). I agree that the Materials shall constitute a "work made for hire" pursuant to the United States Copyright Act. To the extent any of the Materials are not considered a "work made for hire," I hereby assign all rights in the Materials to Releasees. Such assignment shall be deemed irrevocable and coupled with an interest.

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 Province of British Columbia, Canada. Any disputes will be subject to and determined under the laws of the Province of British Columbia. I have taken the time to read this waiver and I understand its contents. I acknowledge that this document, in it of itself, has provided me the information necessary to understand my rights which I am hereby waiving.
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 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: WHITEWATER WEST INDUSTRIES LTD., FLOWRIDER INC., [Insert Operator's name] and [Insert Facility 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 FlowRider 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: _____

3 – Grant of License to Install, Operate and Promote Attraction

1. License to Operate Attraction.
 - 1.1 Seller hereby grants to Purchaser, and Purchaser accepts a limited license to:
 - 1.1.1 install the Equipment, and operate and maintain the Attraction solely at the Site; and
 - 1.1.2 use the Attraction and the Attraction Images for the sole purpose of promoting the Site's ordinary course of business and use the Attraction for on-site sponsorship. Purchaser cannot, however, unilaterally allow the Attraction or Attraction Images to be used for any third-party advertising, television/motion picture production, sponsorship, or promotion without Seller's prior written consent. For example, Purchaser can enter into a contract allowing a third party to have a banner or sign near the Attraction but cannot enter into a contract with a third party allowing that third party to use images of the Attraction to sell or showcase their products in commercials without Seller's prior written consent.
2. Limitation on Licensed Rights.
 - 2.1 This Agreement does not provide any ownership interest in or to the Patents, Proprietary Information, Improvements or Licensed Rights nor any right to sublicense or divide any of the rights granted herein. Purchaser shall not register any intellectual property rights related in any way to the Patents, Proprietary Information, or Improvements.
 - 2.2 Purchaser shall not resell or reinstall the Attraction, reverse engineer the Attraction, or manufacture install or operate any derivative stationary wave inside or outside of the Site.
 - 2.3 The rights and licenses granted herein are personal and non-assignable and are granted herein 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 by Seller.
3. Use and Ownership of the Marks in the Promotion and Operation of the Attraction.
 - 3.1 Seller places great value 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 Attraction advertised and promoted by Purchaser under the Marks are of the same consistently high quality as that offered by Seller and others licensed under the Marks. Accordingly, Purchaser shall use the Marks, if at all, only in the form and under the specific conditions as set forth herein. Without limitation Purchaser acknowledges and agrees that:
 - 3.1.1 Seller shall provide the Attraction with the Seller and FlowRider Marks displayed on the Attraction as indicated in the Proposal and Scope of Work, which Marks Purchaser shall maintain throughout the life of the Attraction.
 - 3.1.2 Purchaser will advertise and promote the Attraction in compliance with all applicable laws and shall at all times conduct its activities under this Agreement in a lawful manner;
 - 3.1.3 Purchaser will abide by the policies and procedures established by Seller regarding proper trademark usage as set forth in the FlowRider Brand Book. Purchaser shall submit to Seller for its prior approval any new uses of the Marks that do not follow the trademark usage guide set forth therein.
 - 3.1.4 Purchaser will not engage or become involved in any activities that diminish or tarnish the image or reputation of the Marks or of Seller.
 - 3.1.5 In no event shall Purchaser 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. Seller may, in its sole discretion, prohibit Purchaser 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 Seller. Upon notification from Seller, Purchaser shall immediately discontinue its use of the Marks in connection with any such substandard goods or services.
 - 3.1.6 All uses by Purchaser of the Marks, whether authorized or not, shall inure solely to the benefit of Seller. Purchaser 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 Seller.
 - 3.2 Purchaser agrees to allow the marking of the Attraction with a patent notice in compliance with applicable patent marking requirements or as Seller shall otherwise specify from time-to-time.

- 3.3 Purchaser 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 Seller's lawful possession of the Licensed Rights anywhere in the world.
4. Membership in FLOW (Flowboarding League Of the World).
- 4.1 To develop the sport of Flowboarding, Seller has established FLOW to develop consistent competitive rules and regulations to promote increased participation at the local level and coordinate local marketing with Seller's national and international marketing and advertising efforts. FLOW currently operates, sanctions and supports the United States FLOW Tour, International Flowboarding Championships and the World FlowRider Championships,
- 4.2 Purchaser shall be a member of FLOW at no additional cost and as such, shall be granted the potential opportunity at Seller's and Purchaser's mutual agreement to be a FLOW competitive event venue and part of a FLOW tour event.
- 4.3 Purchaser agrees that FLOW shall be the exclusive sanctioning body for all FLOW competitive events and agrees to abide by all FLOW guidelines when conducting competitive events and that Seller shall retain a sole reservation of media and sponsor rights specific to all FLOW competitions.
5. FlowRider Merchandise.
- 5.1 Seller shall provide to Purchaser the opportunity to purchase flowboards, bodyboards and FlowRider® branded clothing and other Merchandise. Purchaser, however, has no independent merchandising rights to the Attraction, Attraction Images or any trademark rights associated with the Attraction or related goods and services, except to the extent set forth herein.
6. Flow-through of rights to end Owner and/or Operator.
- 6.1 The rights granted herein flow through to end user of the FlowRider, provided that subsequent agreements between the Purchaser and the end Owner and/or Operator or intermediate parties incorporate this Agreement in its' entirety in those subsequent Agreements.

4 – Pump Manufacturer Warranty

OEM — Whitewater West Industries

Flygt Model PL-7061.705s / 140-hp Electric Submersible Propeller Pump

Warranty Level: 100%

Warranty Duration: 24-Months from commissioning or 30 months warranty on Equipment after shipment to Whitewater West/FlowRider Inc.

For the period defined, Xylem, Inc. — Flygt offers a commercial warranty to the original End User against defects in workmanship and material.

COVERAGE:

Xylem, Inc. will pay the cost of parts and labor during the warranty period, provided that the product, with cable attached, is returned prepaid to a Xylem, Inc. — Flygt Products Authorized Service Facility for repairs. 100% coverage for parts and labor will be provided for the period of 24-months. The warranty period shall begin from date of start-up of the installed Flygt PL-7061.705s/140-hp propeller pump product installed in the *FlowRider* surfing attraction.

A Start-up for a permanently installed pump must occur within six (6) months from the date of shipment from Xylem, Inc. — Flygt manufacturing facility or warranty will automatically default to ship date as start of warranty. When using a date other than ship date as the beginning of the warranty period then a copy of the Start-up Report and a copy of the document outlining the acceptance date will be required to support a Warranty Claim.

Xylem, Inc. — Flygt's sole obligation under this Warranty shall be to replace, repair or grant credit for product upon Xylem, Inc. — Flygt's exclusive determination that the product does not conform to the above warranty. In the event that the product is replaced, warranty on the replacement product will be equal to the balance remaining on the original product or ninety (90) days, whichever is greater.

MISUSE:

This Warranty shall not apply to any product or part of product which (i) has been subjected to misuse, misapplication, accident, alteration, neglect, or physical damage (ii) has been installed, operated, used or maintained in a manner and/or in an application contrary to Xylem, Inc., Flygt's printed instructions for installation, operation and maintenance, including without limitation operation without being connected to monitoring devices supplied with specific products for protection; or (iii) has been damaged due to a defective power supply, improper electrical protection, faulty installation or repair, ordinary wear and tear, corrosion or chemical attack, an act of God, an act of war or by an act of terrorism; or (iv) has been damaged resulting from the use of accessory equipment not sold by Xylem, Inc., Flygt or not approved by Xylem, Inc., Flygt in connection with the product.

DISCLAIMERS:

(i) Xylem, Inc., Flygt's warranties are null and void when the product is exported outside of the United States of America without the knowledge and written consent of Xylem, Inc., Flygt ; (ii) Xylem, Inc., Flygt makes no independent warranty or representation with respect to parts or products manufactured by others and provided by Xylem, Inc., Flygt (however, Xylem, Inc., Flygt will extend to the Purchaser any warranty received from Xylem, Inc., Flygt's supplier of such parts or products).

LIMITATIONS:

XYLEM, INC. — FLYGT NEITHER ASSUMES, NOR AUTHORIZES ANY PERSON OR COMPANY TO ASSUME FOR XYLEM, INC., ANY OTHER OBLIGATION IN CONNECTION WITH THE SALE OF ITS EQUIPMENT. ANY ENLARGEMENT OR MODIFICATION OF THIS WARRANTY BY A DISTRIBUTOR, OR OTHER SELLING AGENT SHALL BECOME THE EXCLUSIVE RESPONSIBILITY OF SUCH ENTITY.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO THE PRODUCT(S), INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. PURCHASER'S EXCLUSIVE REMEDY AND XYLEM, INC. — FLYGT'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES IS LIMITED TO REPAIRING OR REPLACING THE PRODUCT AND SHALL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE PURCHASER HEREUNDER. IN NO EVENT IS XYLEM, INC. — FLYGT LIABLE FOR ANY OTHER FORM OF DAMAGES, WHETHER DIRECT, INDIRECT, LIQUIDATED, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY OR LOSS OF REPUTATION.

XYLEM, INC. — FLYGT WILL NOT BE HELD RESPONSIBLE FOR TRAVEL EXPENSES, RENTED EQUIPMENT, OUTSIDE CONTRACTOR'S FEES, EXPENSES PERFORMED BY AN UNAUTHORIZED REPAIR SHOP, UNAUTHORIZED ALTERATIONS, OR FOR PUMPS USED WITHOUT XYLEM, INC., — FLYGT SUPPLIED CABLE OR CONTROLS UNLESS IT CAN BE PROVEN SUCH ANCILLARY EQUIPMENT IS SUITABLE FOR THE PURPOSE AND EQUAL TO XYLEM, INC. — FLYGT CABLES OR CONTROLS THAT WOULD ORIGINALLY BE SUPPLIED WITH THE TYPE OF EQUIPMENT IN USE. REIMBURSEMENT COSTS FOR CRANES AND/OR ANY SPECIAL EQUIPMENT USED IN CONJUNCTION FOR THE REMOVAL OR REINSTALLATION OF ANY XYLEM, INC. — FLYGT EQUIPMENT IS NOT COVERED UNDER THIS WARRANTY.

STORAGE:

Should a delay occur between ship date and the date of start-up, maintenance as outlined in Xylem, Inc., — Flygt's *Care & Maintenance Manual* must be performed by the "CONTRACTOR" and/or "OWNER" during any such period of storage. Documentation providing proof and outlining what maintenance was performed must be provided to Xylem, Inc. — Flygt or its representative within thirty (30) days of said maintenance, or the Xylem, Inc. — Flygt warranty could be considered void.

5 – Electrical Controls Warranty

The Electrical Controls Supplier shall warrant the Equipment from the dates indicated below which covers Shipment, Commissioning or Certification from any defects in materials; workmanship or design provided the Equipment has been installed according to engineering drawings and used in accordance with the Manual. Act of God or Force Majeure (as defined in the General Terms & Conditions section above) and extreme weather events are specifically excluded from this warranty including damages by airborne or waterborne debris. This warranty shall be limited to repair or replacement, at the option of Supplier. In no case shall Supplier be liable for any consequential damages. This warranty does not cover the cost(s) to return the warranted item(s)/unit(s).

The earlier of:

Two (2) Year Warranty on Equipment after Commissioning or Certification from any defects in materials. As a requirement from the Electrical Controls manufacturer, the Electrical Controls must be registered at the time of Commissioning by the Purchaser and/or final user.

Or

Two and a half (2.5) Year Warranty on Equipment after Shipment to WhiteWater West/FlowRider, Inc.

Appendix 9 Insurance

Commercial General Liability policy written on ISO Commercial General Liability Form CG 0001 0413 issued by Liberty Mutual Insurance Company (A rating A.M. Best Co and Standard & Poor's)

Policy aggregate limits.

- General Aggregate \$2,000,000
- Products and Completed Operations Aggregate \$2,000,000
- Personal and Advertising Injury \$2,000,000
- Damage to Rented Premises \$2,000,000
- Each Occurrence \$2,000,000
- Medical Expense Limit – Each Person \$10,000
- Medical Expense Limit – Each Accident \$25,000
- Non-Owned Automobile Liability \$2,000,000

- This policy provides coverage for loss or damage arising out of the use or operation of any automobile that is not owned or that is hired, resulting from bodily injury or property damage
- Professional services that are an integral part of other work performed by or on behalf of the Insured or are incidental to the manufacture, installation, sale, handling or distribution of the Insured's products.
- All entities where required by written contract with the Named Insured and to whom a certificate of insurance has been issued to are added as Additional Insured but only with respect to liability arising out of the operations of the Named Insured. Architect or Project Engineers are not indemnified parties and are not added as Additional Insured.
- Commercial general Liability is Primary and Non-Contributory and includes Contractual Liability and a Waiver of Subrogation where required by written contract.

Workers' compensation and Employers' Liability policy issued by Liberty Mutual Insurance Group

- Workers' Compensation Statutory limit
- Employers' Liability – Bodily Injury by Accident, Each Accident \$1,000,000
- Employers' Liability – Bodily Injury by Disease, Each Employee \$1,000,000
- Employers' Liability – Bodily Injury by Disease, Policy Limit \$1,000,000
- US Longshoreman and Harbor Workers' Compensation Act \$1,000,000
- Stop gap employers' liability in monopolistic states (ND, OH, WA and WY)
- Waiver of Subrogation where required by written contract with the Insured

Umbrella Additional aggregate limits to Commercial General Liability and Employer's Liability policies

- Aggregate \$8,000,000
- Each Occurrence \$8,000,000

Should one of the above-noted policies be cancelled before their expiry date, the insurer will endeavor to provide 30 days written notice to the certificate holder.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cavell Risk, Inc. 100 King Street West Suite 2630, PO Box 83 Toronto, ON. M5X 1B1	CONTACT NAME: Daniel Abatecola PHONE (A/C, Mo, Ext): 647-967-3659 FAX (A/C, Ext): E-MAIL ADDRESS: daniel.abatecola@cavellrisk.com																					
INSURED WhiteWater West Industries Inc. WhiteWater West Industries Ltd. 180-6651 Fraserwood Place, Richmond BC V6W 1J3	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A:</td><td>Liberty Mutual Insurance Company</td><td></td></tr> <tr> <td>INSURER B:</td><td>Axis Insurance Managers Inc</td><td></td></tr> <tr> <td>INSURER C:</td><td>Everest Insurance Company of Canada (50%)</td><td></td></tr> <tr> <td>INSURER D:</td><td>Berkley Insurance Company CAB (50%)</td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Liberty Mutual Insurance Company		INSURER B:	Axis Insurance Managers Inc		INSURER C:	Everest Insurance Company of Canada (50%)		INSURER D:	Berkley Insurance Company CAB (50%)		INSURER E:			INSURER F:		
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INSURER D:	Berkley Insurance Company CAB (50%)																					
INSURER E:																						
INSURER F:																						

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
YEAR LTR	TYPE OF INSURANCE	ADDITIONAL NUMBER	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		TB1B71170574014/ 1000122366-18	11/30/2024	11/30/2025
					LIMITS EACH OCCURRENCE \$2,000,000 USD DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 USD MED EXP (Any one person) \$10,000 USD PERSONAL & ADV INJURY \$2,000,000 USD GENERAL AGGREGATE \$2,000,000 USD PRODUCTS - COMP/PROP AGG \$2,000,000 USD Non owned Auto \$2,000,000 USD COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRE AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		CTX 676704/01/2024	11/30/2024	11/30/2025
					LIMITS EACH OCCURRENCE \$1,000,000 USD AGGREGATE \$5,000,000 USD \$ \$
C&D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in 10-6) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	E4MP008693 / BC09802-2400	11/30/2024	11/30/2025
					LIMITS \$1,000,000 Each occurrence & \$10,000,000 in the aggregate in excess of the underlying umbrella liability limits
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) Reference: Evidence of Insurance					

CERTIFICATE HOLDER To Whom It May Concern:	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE David Mascola
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ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD



Bradley Indoor Waterpark • March 12, 2025

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following.

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law, and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement, or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All entities where required by contract with the insured and to whom a certificate of insurance has been issued.	As required by written contract or written agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The definition of "insured contract" in the Definitions section is replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.



Endorsement No. 36

WAIVER OF TRANSFER OF THE RIGHTS OF RECOVERY

Effective Date: 11/30/2020

Policy Number: 1000122366-14

Issued to: Whitewater West Industries Ltd., Whitewater Composites Ltd., 398314 BC Ltd., Whitewater International LLC, FlowRider Surf Ltd., Chutter Recreations Ltd., Vantage Smart Parks Ltd., Chutter Attraction (Shanghai) Co. Ltd.

Issued by: Liberty Mutual Insurance Company

Broker: BFL Canada Insurance Services Inc. - Vancouver

1. Notwithstanding Condition 15. Subrogation of SECTION VIII – CONDITIONS, the Insurer waives any right of recovery that it may have against any indemnitee of the "Insured" under the terms of an "insured contract" for payments the Insurer makes for injury or damage arising out of the "Insured's" operations or the "Insured's work".
2. This Endorsement only applies to a person or organization with whom/which the "Insured" has executed an "insured contract" prior to the happening of an "occurrence".

Premium: Not Applicable

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

Pauline Sharma

Authorized Representative of
Liberty Mutual Insurance Company

December 10, 2020

Date

Update: 01/12



Commercial General Liability Policy
Liberty Mutual Insurance Company



Endorsement No. 23

NON-OWNED AUTOMOBILE

Effective Date:	11/30/2020
Policy Number:	1000122366-14
Issued to:	Whitewater West Industries Ltd., Whitewater Composites Ltd., 398314 BC Ltd., Whitewater International LLC, FlowRider Surf Ltd., Chatter Receptions Ltd., Vantage Smart Parks Ltd., Chatter Attraction (Shanghai) Co. Ltd.
Issued by:	Liberty Mutual Insurance Company
Broker:	BFL Canada Insurance Services Inc. — Vancouver

This policy provides coverage for loss or damage arising out of the use or operation of any "automobile" not owned in whole or in part by or licensed in the name of the "Insured", and resulting from "bodily injury" or "property damage" provided always that the Insurer will not be liable:

- (a) for any liability which arises out of the use or operation of any "automobile" while personally driven by the "Insured" if the "Insured" is an individual, or
- (b) for liability imposed upon or assumed by the "Insured" under any Worker's Compensation Statute or for assessment by any Worker's Compensation Board, except, claims arising out of the liability imposed upon the "Insured" at common law as extended by statute for injuries to employees of the "Insured". This exclusion shall not apply to claims arising out of any liability assumed by the "Insured" under contract;
*not applicable in the province of Ontario.
- (c) for loss or damage to property carried in or upon an "automobile" personally driven by any "Insured" or to any property owned or rented by, or in the care, custody or control of any such person, or
- (d) for any amount in excess of the Limit of Liability stated in the Declarations and expenditures provided for in the Additional Agreements of this endorsement; subject always to the provisions of the section of the Insurance Act (Automobile Insurance part) relating to the Nuclear Energy Hazard.

ADDITIONAL AGREEMENTS OF THE INSURER

It is agreed that the Insurer will:

- (i) be liable up to minimum limit(s) prescribed for that jurisdiction in which the accident occurred if that limit(s) is higher than the limit stated in the Declarations; and
- (ii) not set up any defense to a claim that might not be set up if the policy were a motor vehicle liability policy issued in any jurisdiction in which the accident occurred.

REIMBURSEMENT OF THE INSURER

The "Insured" will reimburse the Insurer, upon demand, in the amount which the Insurer has paid by reason of the provision of any statute relating to automobile insurance and which the Insurer would not otherwise be liable to pay under this Policy.



Commercial General Liability Policy

Liberty Mutual Insurance Company



GENERAL PROVISIONS AND DEFINITIONS

1. **ADDITIONAL INSURED**

The Insurer agrees to indemnify in the same manner and to the same extent as if named herein as the "Insured", every partner, director, officer or employee who, with the consent of the "Insured", personally drives

- (a) in the business of the "Insured" any "automobile" not owned in whole or in part by or licensed in the name of the "Insured", such additional person or any person in the household(s) of which the Insured or such additional insured person is a member; or
- (b) any "automobile" hired or leased in the name of the "Insured" or such additional insured for use in the business of the "Insured" and for incidental personal use except an "automobile" owned, in whole or in part by or licensed in the name of such additional insured person.

2. **HIRED AUTOMOBILES**

The term "hired automobiles" as used in this endorsement, means "automobiles" hired or leased from others with or without drivers for periods not exceeding 30 days, used under the control of the "Insured" in the business of the "Insured" and for incidental personal use but shall not include any "automobile" owned in whole or in part by or licensed in the name of the "Insured" or any partner, director, officer, employee or shareholder of the "Insured".

3. **TWO OR MORE AUTOMOBILES**

When two or more "automobiles" are insured hereunder, coverage under this policy will apply separately to each "automobile", but a motor vehicle and trailer or trailers attached thereto will be deemed to be one "automobile" as respects the Limits of Liability.

STATUTORY CONDITIONS

The Statutory Conditions of the Non Owned Automobile Policy as set out in the Insurance Act of the Province in which this Policy is issued will be deemed to form part of this Policy except the Termination Condition of this Policy will apply in place of the termination conditions therein.

Premium: Not Applicable

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Pendryc Shorne

Authorized Representative of
Liberty Mutual Insurance Company

December 10, 2020

Date

Update: 01.12



Commercial General Liability Policy
Liberty Mutual Insurance Company



Endorsement No. 25

POLLUTION EXCLUSION

LIMITED SUDDEN AND ACCIDENTAL COVERAGE WITH TIME ELEMENT

Effective Date:	11/30/2020
Policy Number:	1000122366-14
Issued to:	Whitewater West Industries Ltd., Whitewater Composites Ltd., 398314 BC Ltd., Whitewater International LLC, FlowRider Surf Ltd., Chatter Receptions Ltd., Vantage Smart Parks Ltd., Chatter Attraction (Shanghai) Co. Ltd.
Issued by:	Liberty Mutual Insurance Company
Broker:	BFL Canada Insurance Services Inc. – Vancouver

1. Exclusion 16. Pollution Liability of SECTION VI – EXCLUSIONS is deleted in its entirety.
2. This insurance does not apply to:
 - (a) any liability based on, attributable to, arising out of or in any way related, either directly or indirectly, to the actual, alleged, potential or threatened spill, discharge, emission, dispersal, seepage, leakage, migration, release, or escape of "pollutants":
 - (i) at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any "Insured";
 - (ii) at or from any premises, site or location which is or was at any time used by or for any "Insured" or others for the handling, storage, disposal, processing or treatment of "waste";
 - (iii) which are or were at any time transported, handled, stored, treated, disposed of or processed as "waste" by or for any "Insured" or any person or organization for whom any "Insured" may be legally responsible; or
 - (iv) at or from any premises, site or location on which any "Insured", contractors or subcontractors working directly or indirectly on any "Insured's" behalf are performing operations:
 - a. if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such "Insured", contractor or subcontractor; or
 - b. if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, stabilize, remediate or neutralize or in any way respond to or assess the effect of "pollutants", and
 - (b) any loss, cost or expense arising out of any request, demand or order that any "Insured" or others test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, stabilize, remediate or neutralize or in any way respond to or assess the effect of "pollutants", unless such loss, cost or expense is consequent upon "bodily injury" or "property damage" otherwise covered by this Policy and not excluded by paragraph 2.(a) of this Endorsement.
3. Sub-paragraphs 2.(a)(i) and 2.(a)(iv)a. above do not apply to "bodily injury" or "property damage" caused by:



Commercial General Liability Policy

Liberty Mutual Insurance Company



Liberty Mutual
INSURANCE

- (a) heat, smoke or fumes from a fire which becomes uncontrollable or breaks out from where it was intended to be; or
 - (b) an unexpected or unintentional spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants", provided that such discharge, emission, dispersal, seepage, leakage, migration, release or escape of "pollutants":
 - (i) results in the injurious presence of "pollutants" in or upon land, the atmosphere, drainage or sewage system, watercourse or body of water;
 - (ii) is detected within 120 hours after the commencement of the spill, discharge, emission, dispersal, seepage, leakage, migration, release or escape;
 - (iii) is reported to the Insurer within 120 hours of being detected; and
 - (iv) does not occur in a quantity or with a quality that is routine or usual to the business of the "Insured".
4. As used in this Endorsement:
- (a) "pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, odour, vapour, soot, fumes, acids, alkalis, chemicals and "waste", and
 - (b) "waste" includes materials to be recycled, reconditioned or reclaimed.
5. (a) The Limit of Liability stated in Item 4(a) of the Declarations is the most the Insurer will pay for damages covered by this Endorsement arising out of any one "occurrence";
- (b) The Policy Period Aggregate Limit stated below is the most the Insurer will pay for damages covered by this Endorsement during the "policy period"; and
- (c) The Deductible stated below applies to all damages and "loss adjustment expense" covered by this Endorsement arising out of any one "occurrence".

Policy Period Aggregate Limit: \$2,000,000
Deductible: \$5,000

Premium: Not Applicable

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Pandora Sharma

Authorized Representative of
Liberty Mutual Insurance Company

December 10, 2020

Date

Update: 01.12



Commercial General Liability Policy
Liberty Mutual Insurance Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2024-12-23

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Liberty Mutual Commercial Markets 175 Berkeley Street Boston, MA 02116	AGENT NAME: Hillary Parker PHONE: (403) 883-2807 FAX: (A/C, No) EMAIL: hilly.parker@libertymutual.com
INSURED Whitewater West Industries Inc. a/o Whitewater West Industries Ltd.; a/o FlowRider Inc. 180-0651 Fraserwood Place Richmond, BC V6W 1J3	INSURER(S) AFFORDING COVERAGE MAIC # INSURER A: Employers Insurance Company of Wausau INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

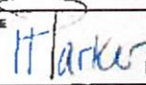
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
BOOK LTR	TYPE OF INSURANCE	ADDITIONAL	INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS		
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE	\$	
							DAMAGE TO RENTED PREMISES (Ee occurrence)	\$	
							MED EXP (Any one person)	\$	
							PERSONAL & ADV INJURY	\$	
							GENERAL AGGREGATE	\$	
							PRODUCTS - COMPROP AGG	\$	
								\$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						UNLIMITED SINGLE LIMIT (Ee accident)	\$	
							BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$						EACH OCCURRENCE	\$	
							AGGREGATE	\$	
								\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (initials in HR) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X	WCC-871-170574-034	11/30/2024	11/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

Workers Compensation includes coverage for all states of the USA, excluding Monopolistic states.

Employers Liability includes coverage for all states of the USA (Stop Gap Employers Liability for Monopolistic states.)

CERTIFICATE HOLDER To Whom It May Concern	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  Hillary Parker, Senior Underwriter
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ACORD 25 (2014/01)

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Bradley Indoor Waterpark • March 12, 2025

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Not applicable in NJ.

The waiver does not apply to any right to recover payments which the Minnesota Workers Compensation Reinsurance Association may have or pursue under M.S. 79.36.

Schedule

Where required by contract or written agreement prior to loss and allowed by law.

In the states of AR, AZ, CO, IN, NY and RI, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the states of CT and FL, the premium charge is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the states of MN and NV, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the state of WI, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$50 per policy.

Issued by Employers Insurance Company of Wausau 15555

For attachment to Policy No WCC-871-170574-029

Effective Date

Premium \$

Issued to Whitewater West Industries Inc

WC 00 03 13
Ed. 04/01/1984

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Page 1 of 1



AXIS EXCESS LIABILITY (EXCESS OVER MULTIPLE PRIMARY POLICIES) INSURANCE POLICY

ITEM 6: CONTROLLING UNDERLYING INSURANCE

Coverage Type:	Commercial General Liability – Canada			
Insurer:	Liberty International Underwriters			
Policy No:	1000122366-18			
Policy Period:	Effective Date	November 30, 2024	Expiration Date:	November 30, 2025
Limits of Liability:	Each Occurrence			
USD \$2,000,000	Products and Completed Operations Aggregate			
USD \$2,000,000	General Aggregate			
USD \$5,000,000	Combined Aggregate			
USD \$n/a	Employee Benefits (Each Claim and Aggregate)			
USD \$2,000,000				
Coverage Type:	Commercial General Liability – U.S.			
Insurer:	Liberty International Underwriters			
Policy No:	TB1-B71-170574-014			
Policy Period:	Effective Date	November 30, 2024	Expiration Date:	November 30, 2025
Limits of Liability:	Each Occurrence			
USD \$2,000,000	Products and Completed Operations Aggregate			
USD \$2,000,000	General Aggregate			
USD \$2,000,000	Combined Aggregate			
USD \$n/a				
Coverage Type:	Employers Liability – U.S.			
Insurer:	Liberty Mutual Group			
Policy No:	WCC-B71-170574-034			
Policy Period:	Effective Date	November 30, 2024	Expiration Date:	November 30, 2025
Limits of Liability:	USD \$1,000,000	Combined Single Limit		
Coverage Type:	Commercial General Liability – UAE			
Insurer:	Dubai Insurance			
Policy No:	P/01/3010/24/00182			
Policy Period:	Effective Date	November 30, 2024	Expiration Date:	November 30, 2025
Limits of Liability:	Each Occurrence			
USD \$5,000,000	Products and Completed Operations Aggregate			
USD \$5,000,000	General Aggregate			
USD \$10,000,000	Combined Aggregate			
USD \$n/a				
Coverage Type:	Commercial General Liability – UAE			
Insurer:	AIG Insurance			
Policy No:	22/06/2021/000145-3			
Policy Period:	Effective Date	June 12, 2024	Expiration Date:	June 11, 2025
Limits of Liability:	Each Occurrence			
AED \$1,000,000	Products and Completed Operations Aggregate			
AED \$1,000,000	General Aggregate			
AED \$1,000,000	Combined Aggregate			
AED \$n/a				



AXIS EXCESS LIABILITY (EXCESS OVER MULTIPLE PRIMARY POLICIES) INSURANCE POLICY

Coverage Type:	Commercial General Liability – China		
Insurer:	Zunich (China)		
Policy No:	CGO0002937SJ		
Policy Period:	Effective Date	March 6, 2024	Expiration Date
Limits of Liability:	March 6, 2025		
CNY \$5,000,000	Each Occurrence		
CNY \$5,000,000	Products and Completed Operations Aggregate		
CNY \$5,000,000	General Aggregate		
CNY \$n/a	Combined Aggregate		
Coverage Type:	Commercial General Liability – Germany		
Insurer:	Genossenschaftliche FinanzGruppe		
Policy No:	402 84 027481191 A		
Policy Period:	Effective Date	April 13, 2024	Expiration Date
Limits of Liability:	April 13, 2025		
EUR \$1,000,000	Each Occurrence		
EUR \$1,000,000	Products and Completed Operations Aggregate		
EUR \$1,000,000	General Aggregate		
EUR \$n/a	Combined Aggregate		
Coverage Type:	Employers Liability – Foreign EL (Excluding U.S. and Canada)		
Insurer:	Chubb Multinational		
Policy No:	AUV645302J		
Policy Period:	Effective Date	November 30, 2024	Expiration Date
Limits of Liability:	USD \$1,000,000	Combined Single Limit	November 30, 2025



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cavel Risk, Inc. 100 King Street West Suite 2630, PO Box 83 Toronto, ON. M5X 1B1	CONTACT NAME: Daniel Abatecola PHONE (A/C, H/L, Ext): 647-967-3659 FAX (A/C, H/L): E-MAIL ADDRESS: daniel.abatecola@cavelrisk.com
INSURED WhiteWater West Industries Inc. WhiteWater West Industries Ltd. 180-6651 Fraserwood Place, Richmond BC V6W 1J3	INSURANCE AFFORDING COVERAGE INSURER A: Liberty Mutual Insurance Company INSURER B: Axis Reinsurance Company INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

WORK LTR	TYPE OF INSURANCE	ADDITIONAL INSURED (Y/N)	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (2nd occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$ Non owned Auto \$ COMPLETED OPERATIONS (2nd occurrence) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					\$ \$ \$ \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Architect and Engineer Errors & Omissions Liability (Claims Made)		FLVAAA091R012	11/30/2024	11/30/2025	Each Covered Incident \$2,000,000 USD Aggregate Limit \$2,000,000 USD
B	Architect and Engineer Errors & Omissions Liability Excess		CTN676701/01/2024	11/30/2024	11/30/2025	Each Covered Incident \$3,000,000 USD Aggregate Limit \$3,000,000 USD

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Reference: Evidence of Insurance

CERTIFICATE HOLDER To Whom It May Concern	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Daniel Abatecola</i>
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ACORD 25 (2010/05)

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Bradley Indoor Waterpark • March 12, 2025