

Splash Kingdom Waterpark and Big Air Pass Terms and Conditions

ELIGIBILITY and CONDITIONS: Each Splash Kingdom Waterpark and Big Air Trampoline Park Pass holder (individually, a "Pass holders") must follow Splash Kingdom Waterpark and Big Air Trampoline Park's procedures to have a photo associated with his/her liability waiver in Splash Kingdom Waterpark and Big Air Trampoline Park's database for identification purposes. A Pass holder must have his/her valid photo identification in hand and a proper photo on file with Splash Kingdom Waterpark and Big Air Trampoline Park's admissions point of sale software (Center Edge Software). Photos on file for active Pass holders must be periodically updated with current photos. At this time, adults must replace their photos every ten (10) years and children (under the age of 18) must replace their photos every three (3) years. Further identification may be required. A Pass holder must have his/her valid liability waiver on file. Liability waivers are valid one (1) year from completion. **Passes are not valid for private events, events (including birthday parties, team parties, corporate events, groups) that require a separate admission, programs such as Cosmic Nights and weekend or special Toddler Times, and Passes are subject to applicable Block-out Dates.** Passes are nonrefundable, nontransferable and remain the property of Splash Kingdom Waterpark and Big Air Trampoline Park. Restrictions apply including, but not limited to, capacity constraints and other closures. **Passes do not guarantee admission, especially during high attendance periods.** Additionally, Passes may not be used for commercial purposes and are void if altered or misused. A Pass holder assumes the inherent risks associated with the operation of all rides and attractions and should read and obey all safety signage, instructions and rules. Parks, services, entertainment and attractions may change operating hours, close temporarily, or may otherwise change or be discontinued without notice and without liability. Splash Kingdom Waterpark and Big Air Trampoline Park is not responsible for lost or stolen property. Pass holders must abide by any rules and regulations applicable to the Splash Kingdom Waterpark and Big Air Trampoline Park or to the use of the Passes as promulgated by Splash Kingdom Waterpark and Big Air Trampoline Park from time to time. Passes are only valid at the location of purchase.

TERMINATION: Splash Kingdom Waterpark and Big Air Trampoline Park reserves the right to cancel, suspend or revoke any Passes or deny Park admission to any Pass holders at any time for any reason. Cancellation, suspension or revocation of Splash Kingdom Waterpark and Big Air Trampoline Park privileges under the Splash Kingdom Waterpark and Big Air Trampoline Park Pass will result in the cancellation, suspension or revocation of both the Splash Kingdom Waterpark and Big Air Trampoline Park privileges of such Pass. In such case, your Splash Kingdom Waterpark and Big Air Pass will be terminated or suspended after the end of the current paid month. Upon your death, your Pass in the Splash Kingdom Waterpark and Big Air Rewards will terminate immediately. Cancellations must be submitted in writing prior to, but no later than 30 days prior to your next billing date.

PASS TYPES AVAILABILITY: Pass types are limited in quantity, and not all Pass types may be available at any given time. Please check for Pass type availability before attempting to upgrade into a Pass.

UPGRADES: A Guest wishing to upgrade to a Pass from another form of eligible Theme Park admission media **must upgrade on the same day in which the original form of Theme Park admission media is valid.** A Guest who chooses to upgrade to a Pass from another form of eligible Theme Park admission media must choose a Pass of equal or greater value than the original Theme Park admission media retail price, and the difference in prices shall be due on the day of the upgrade. Each guest wishing to upgrade his/her ticket media to a Pass must be present at the time of the upgrade transaction. Upgrades are subject to each individuals' admission media and cannot be combined. Fully used ticket media (unless accompanied by proof a purchase), complimentary ticket media (except for certain promotional tickets) and ticket media stating its ineligibility for an upgrade may not be upgraded to a Pass. Downgrades are not allowed.

BENEFITS/DISCOUNTS: A Pass holder must present his/her valid Pass and valid photo identification prior to purchases to receive any applicable benefits and discounts. Benefits and discounts are nontransferable and may not be combined with any other offer or promotion. Such benefits and discounts are for personal use only and may not be used to obtain or purchase items or services with the intent to resell such items or services. **Valid only at Redlands location.**

ADDRESS CHANGE: Please report a change in your address in writing immediately to Splash Kingdom Waterpark and Big Air Trampoline Park. Changes can be made at the Pass Processing Center or Point of Sale by updating your information at the park or by phone.

REPLACEMENTS: If a Pass is lost or stolen, the Pass holder is asked to report the situation immediately to Splash Kingdom Waterpark and Big Air Trampoline Park team pass holder, or, by calling the park at 909-335-7275. A non-refundable fee of ten dollars (\$10.00) is required to replace a Season Pass. Minors must be accompanied by a parent or guardian to receive a replacement Season Pass.

PRIVACY: Splash Kingdom Waterpark and Big Air Trampoline Park's Privacy Policy, which describes Splash Kingdom Waterpark and Big Air Trampoline Park's information gathering and privacy practices, applies to the Splash Kingdom Waterpark and Big Air Passes and is incorporated in the Pass Holder Rules by this reference. By enrolling in the Splash Kingdom Waterpark and Big Air Pass Program, you agree to the terms of Splash Kingdom Waterpark and Big Air Trampoline Park's Privacy Policy and the use of your personal information as set forth therein. Go to www.splashkingdom.net or www.bigairusa.com/redlands to view the Splash Kingdom Waterpark and Big Air Privacy policy.

PUBLICITY RELEASE: By participating in the Splash Kingdom Waterpark and Big Air Pass Program, you hereby (i) give Splash Kingdom Waterpark and Big Air Trampoline Park and its designees permission to publish, adapt, distribute, display, prepare derivative works of, and otherwise use your name, biographical information, voice, statements attributable to you, picture, or other likeness for advertising, promotional, and other purposes as determined by Splash Kingdom Waterpark and Big Air Trampoline Park in any and all media now known or existing at any time in the future throughout the world, without further approval, notification, or compensation, and (ii) release Splash Kingdom Waterpark and Big Air Trampoline Park and its designees from any and all liability in connection therewith. The foregoing publicity release is void where prohibited or restricted by law.

GENERAL: 1. Splash Kingdom Waterpark and Big Air Trampoline Park reserves the right in its sole discretion to modify or update the Pass Holder Rules and/or change, alter, or discontinue the Splash Kingdom Waterpark and Big Air Pass Program (including its credit/ Pass Program structure), the lists of Participating Parks, or any reward or special status programs at any time without any liability or notice to pass holders beyond updating these Pass Holder Rules. The result of such modification, update, change, alteration or discontinuation may include the decrease in redemption value or cancellation of credit not yet redeemed. **2.** All questions or disputes regarding an individual's eligibility, the earning/use/conversion of credits, or a pass holder's compliance with the Pass Holder Rules will be resolved by Splash Kingdom Waterpark and Big Air Trampoline Park in its sole discretion. **3.** Splash Kingdom Waterpark and Big Air Trampoline Park reserves the right to audit Splash Kingdom Waterpark and Big Air Rewards Program pass holders' accounts at any time. In the event Splash Kingdom Waterpark and Big Air Trampoline Park determines, in its sole discretion, that you have accrued credits through fraud or abuse, Splash Kingdom Waterpark and Big Air Trampoline Park may terminate your Pass in the Splash Kingdom Waterpark and Big Air Pass Program as set forth above. **4.** The Rewards Program, as well as any prize or gift provided to a Splash Kingdom Waterpark and Big Air Pass Program pass holder, may be taxable, depending on the value of the item and the applicable federal, state, and local tax laws. Splash Kingdom Waterpark and Big Air Pass Program pass holders are solely responsible for payment of any applicable taxes and any applicable tax reporting obligations.

5. By participating in the Splash Kingdom Waterpark and Big Air Pass Program, you agree to release Splash Kingdom Waterpark and Big Air Trampoline Park, its parent, affiliates, divisions, related companies, third-party prize/reward providers and suppliers, and agents, and its and their respective officers, directors, owners, and employees, (each a "Releasee") from any and all losses, harm, damages, cost, or expense, including without limitation property damages, personal injury, and/or death, arising from or connected to the Splash Kingdom Waterpark and Big Air Pass Program, including, without limitation, (i) the collection, redemption, revocation, or deletion of credits, (ii) the issuance of reward vouchers and use of Pass Program, (iii) the suspension, termination, or modification of your Pass or account, and (iv) the suspension, modification, or termination of the Splash Kingdom Waterpark and Big Air Pass Program or any reward or special status programs therein. **6.** THE SPLASH KINGDOM WATERPARK AND BIG AIR PASS PROGRAM, REWARDS AND PASS THEREIN, AND ALL REWARDS PROGRAM, PRIZES, MERCHANDISE, SWEEPSTAKES AND SWEEPSTAKES ENTRIES, PRODUCTS OR SERVICES PROVIDED THROUGH THE SPLASH KINGDOM WATERPARK AND BIG AIR PASS PROGRAM ARE PROVIDED AND MUST BE ACCEPTED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND. SPLASH KINGDOM WATERPARK AND BIG AIR TRAMPOLINE PARK, SPLASH KINGDOM WATERPARK AND BIG AIR TRAMPOLINE PARK'S PARTNERS OR ADMINISTRATORS, AND EACH OF THE FOREGOING'S RESPECTIVE AGENTS OR REPRESENTATIVES MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIM ANY AND ALL LIABILITY AS TO THE CONDITION, QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF PRODUCTS AND/OR SERVICES PROVIDED BY OR THROUGH THE SPLASH KINGDOM WATERPARK AND BIG AIR PASS PROGRAM INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OF NON-INFRINGEMENT, TITLE, OR QUIET ENJOYMENT. **7.**

UNDER NO CIRCUMSTANCES SHALL ANY OF THE RELEASEES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE SPLASH KINGDOM WATERPARK AND BIG AIR PASS PROGRAM OR PASS HOLDERS' PARTICIPATION THEREIN, INCLUDING, WITHOUT LIMITATION, ANY REWARDS AND PASS PROGRAM, PRIZES, MERCHANDISE, OR SERVICES MADE AVAILABLE AS PART OF THE SPLASH KINGDOM WATERPARK AND BIG AIR PASS PROGRAM. IN ANY EVENT, ANY LIABILITY OF SPLASH KINGDOM WATERPARK AND BIG AIR TRAMPOLINE PARK ARISING IN CONNECTION WITH THE PROVISION OF REWARDS AND PASS PROGRAM OR PRIZES WILL BE LIMITED TO THE APPROXIMATE RETAIL VALUE OF THE APPLICABLE REWARD OR PRIZE. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL THEORY, EVEN IF THE RELEASEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, RELEASEES' LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. **8.** BY PARTICIPATING IN THE SPLASH KINGDOM WATERPARK AND BIG AIR REWARDS AND PASS PROGRAM, YOU WAIVE ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO YOUR PARTICIPATION IN THE SPLASH KINGDOM WATERPARK AND BIG AIR PASS PROGRAM IN ANY FORUM BEYOND ONE YEAR AFTER THE FIRST OCCURRENCE OF THE ACT, EVENT, CONDITION, OR OMISSION UPON WHICH THE CLAIM OR ACTION IS BASED. **9.** You agree to defend, indemnify, and hold harmless the Releasees from all liabilities, claims, damages, costs, and expenses (including reasonable attorneys' fees) that arise out of or are related to your violation of Pass Holder Rules. Furthermore, you agree to reimburse Splash Kingdom Waterpark and Big Air Trampoline Park for any rewards and/or Passes or prizes that were fraudulently obtained by you. **10.** The Pass Holder Rules are governed by the laws of the State of California without regard to the conflicts of laws rules of any jurisdiction. Any dispute, claim or cause of action arising out of or concerning the interpretation or effect of the Pass Holder Rules and/or your participation in the Splash Kingdom Waterpark and Big Air Pass Program except where prohibited, shall be resolved individually, without resort to any form of class action. You agree to the personal jurisdiction, subject matter jurisdiction, and venue of these courts. **11.** If any provision of the Pass Holder Rules is held unenforceable or invalid under any applicable law or is so held by applicable court decision, such unenforceability or invalidity will not render the Pass Holder Rules unenforceable or invalid as a whole, and such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions. **12.** Any waiver by Splash Kingdom Waterpark and Big Air Trampoline Park of a breach of any provision of the Pass Holder Rules shall not operate as, or be construed to be, a waiver of any other breach of such provision or of any breach of any other provision of the Pass Holder Rules. Failure by Splash Kingdom Waterpark and Big Air Trampoline Park to insist upon strict adherence to any provision of the Pass Holder Rules on one or more occasions shall not be considered a waiver or deprive Splash Kingdom Waterpark and Big Air Trampoline Park of the right to insist upon strict adherence to that provision or any other provision of the Pass Holder Rules.