

**LIABILITY AND PHOTO RELEASE**

(For Families)

**LIABILITY RELEASE**

I, \_\_\_\_\_, hereby acknowledge and freely and voluntarily agree to all terms contained in this Liability and Photo Release (hereinafter "Release") as material consideration for the agreement by **SEA WORLD OF FLORIDA LLC d/b/a DISCOVERY COVE**, its parent corporation, subsidiaries, related and affiliated entities, including but not limited to, SeaWorld Parks & Entertainment, Inc. and all their officers, directors, partners, members, employees, volunteers, consultants, agents, successors and assigns ("collectively, the "Released Parties") that I and my minor children/wards identified below be allowed to participate in the below event(s) and all activities preceding and following such event(s) (hereinafter "Activities"):

**Check all that apply:**

- Sea Venture Program, to be held on \_\_\_\_\_, 20\_\_
- Shark Interaction Program, to be held on \_\_\_\_\_, 20\_\_
- Dolphin Interaction Program, to be held on \_\_\_\_\_, 20\_\_

I am entering into this Release on behalf of myself and all minor children/wards listed below (hereinafter "Minor Participant(s)"):

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

1. I hereby certify that I am 18 years of age or older, and I have the authority to contract on my own behalf. I also certify that I am the natural guardian of Minor Participants listed above and have the legal capacity to enter into this Release on his/her/their behalf.
2. I understand that past or present medical conditions may be contraindicative to my and Minor Participant(s)' participation in Activities and make such participation in the Activities unadvisable, and I agree it is my responsibility to determine whether I and Minor Participant(s) should participate in the Activities. I certify that I and Minor Participant(s) are in good health, have never been advised by a medical professional to avoid activities such as diving, scuba diving, snorkeling or other similar activities, do not have any health or physical impairments or conditions, including but not limited to back and neck problems, history of heart conditions and/or seizures, asthma, frequent colds or bronchitis, sinus problems or history of sinus surgery, hernia, any form of lung disease, other chest disease or history of chest surgery, epilepsy or convulsions, diabetes or mental impairments such as anxiety or phobias that could or should prevent me and/or Minor Participant from participating in the Activities. I further affirm that neither I nor Minor Participant(s) have a history of respiratory problems such as emphysema or tuberculosis and none of us is currently taking any medicine that carries with it a warning about any impairment of

**PLEASE READ CAREFULLY**

our physical or mental abilities. Also, I understand we may be in confined spaces and I certify that none of us has any phobias or suffers from any panic attacks or the like under these circumstances. I understand that if I or Minor Participant(s) are pregnant, our participation in the Activities could potentially pose additional risk to the unborn child. I also understand that consuming any type of alcoholic beverages prior to participation in the Activities can impair the physical and/or mental abilities of a participant.

3. I understand that I and Minor Participant(s) may be shown orientation materials prior to our participation in the Activities and that we will have an opportunity to ask questions about those materials or anything else related to the Activities prior to our participation therein.
4. I, on behalf of Minor Participants, understand that there are **INHERENT RISKS involved in participating in diving and animal activities**, which shall mean those dangers or conditions, known or unknown, which are characteristic of, intrinsic to, or an integral part of the Activities and which are not eliminated even if the Activities provider acts with due care in a reasonably prudent manner. Examples of such **INHERENT RISKS** include but are not limited to swimming; being in deep water; being near, interacting with and/or touching land or marine animals; scrapes; cuts; bruises; physical trauma; sunburn; broken or fractured bones; sprains, strains or muscle tears; and/or more serious injuries or illnesses, including death, which may be caused by my own actions or inactions or the actions or inactions of others participating in the Activities, the conditions in which the Activities take place or the negligence of the Released Parties, whether passive or active. **INHERENT RISKS** additionally include a failure by the Activities provider to warn the Minor Participant or his or her guardian of a specific **INHERENT RISK**. **I, on behalf of Minor Participant(s), agree to ASSUME all Inherent Risks involved with the Activities.**
5. I, on behalf of Minor Participant(s), further agree to **defend, indemnify and hold harmless the Released Parties** from and against any expenses, attorneys' fees, loss, liability, damages or cost they may incur arising from **INHERENT RISKS** of the Activities, including those for personal injuries, illness, death, damage to or loss of property. I, on behalf of Minor Participant(s), understand and agree that this indemnity obligation includes any claims, actions, damages or lawsuits brought by me, Minor Participant(s), or by anyone else on my, or Minor Participant(s)' behalf, including those for personal injuries, illness or damage to or loss of property arising from Minor Participant(s)' attendance or participation in the Activities.
6. I understand this Release is intended to be as broad and inclusive as permitted by law and that if any term or provision of this Release shall be held invalid or unenforceable, the remaining terms of the Release shall not be affected thereby, but shall be valid and enforceable to the fullest extent permitted by law. The invalid provision shall automatically be replaced by a substitute provision which is valid and as nearly as possible maintains the same economic purposes and intention of the invalid provision.
7. This Release shall be governed by the substantive provisions of Florida law, without reference to its principles of conflicts of law. Any claim or lawsuit brought to enforce the terms of this agreement shall be brought in federal court in the district in which Orange County is located or in the absence of federal court jurisdiction, in a state court of competent jurisdiction in Orange County, Florida.
8. This Release shall be binding upon myself and Minor Participant(s), as well as our family members including but not limited to me, as well as legal representatives, personal representatives, successors, heirs, next of kin, executors, administrators, insurers and employers.

**NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN PURSUANT TO  
FLORIDA STATUTES 744.301**

**READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE RELEASED PARTIES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A**

**PLEASE READ CAREFULLY**

CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASED PARTIES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE RELEASED PARTIES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

**I HAVE READ AND UNDERSTAND THE FOREGOING RELEASE AND ACCEPT AND AGREE TO ITS TERMS AND SIGN IT VOLUNTARILY.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**PHOTO RELEASE**

1. I, individually and on behalf of Minor Participant(s) do hereby grant the Released Parties (as defined in the above Liability Release) the irrevocable right and permission to photograph or otherwise record me and Minor Participant in connection with the Activities (as defined in the above Liability Release), and to use the photograph or recording ("Photograph") for all purposes, including advertising and promotional purposes, in any manner in any and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of the Photograph, and acknowledge and agree that the rights granted by this Photo Release are without compensation of any kind.
2. I acknowledge and agree that I have no right, title or interest in the Photographs and agree that such Photographs and the copyright therein are the exclusive property of the Released Parties. I agree to release and discharge the Released Parties from any claims, actions, damages, demands, costs, expenses (including attorneys' fees) or lawsuits of any kind by reason of the sale, distribution or use of such Photographs.

**I HAVE READ AND UNDERSTAND THE FOREGOING RELEASE AND ACCEPT AND AGREE TO ITS TERMS AND SIGN IT VOLUNTARILY.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_