

LIABILITY AND PHOTO RELEASE FOR DOLPHIN INTERACTION AT DISCOVERY COVE

(For Families)

LIABILITY RELEASE

I, _____, for good and valuable consideration including the agreement by Discovery Cove that I and all my minor children/wards identified below be granted permission to enter upon its property and participate in the Dolphin Interaction Program (hereinafter also referred to as "Dolphin Interaction" or "Program"), hereby acknowledge and freely and voluntarily agree to all terms contained in this Liability and Photo Release (hereinafter "Release Agreement"). I am entering into this Release Agreement 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 certify that I am the natural guardian of Minor Participants listed above and have the legal capacity to enter into this agreement on his/her/their behalf.
2. I represent that I and Minor Participant(s) are in good health and 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, or mental impairments such as anxiety or phobias that would or should prevent me and Minor Participant(s) from participating in the Program. I understand that there are inherent **RISKS** involved in water and animal Activities, including but not limited to swimming, being in deep water, being near, interacting with and/or touching dolphins or other land or marine animals, and that I and Minor Participant(s) could suffer scrapes, bites, cuts or bruises, and/or more serious injuries or illnesses. I, individually and on behalf of Minor Participant(s), agree to **ASSUME ALL RISKS**, known and unknown, of serious personal injuries, death, illnesses and/or loss of personal property resulting from or in any way connected with my and Minor Participant(s)' attendance at or participation in the Program.
3. I, individually and on behalf of Minor Participant(s), agree to **RELEASE, to the maximum extent allowed by law, SEA WORLD OF FLORIDA LLC** its parents, subsidiaries, related and affiliated companies, including but not limited to SeaWorld Parks & Entertainment, Inc. and all their officers, directors, shareholders, members, employees, agents, successor and assigns (the "Released Parties") **from any and all claims, losses, demands, damages, expenses, lawsuits, causes of action and judgments**, whether foreseen or unforeseen, known or unknown, present or future, resulting from, arising out of or in any way connected with my and Minor Participant(s)' attendance at and/or participation in the Program (whether animals are deemed domestic or wild) including but not limited to, any claims for personal injuries, including death, illnesses and/or damage to or loss of personal property, or claims for violation of the rights of privacy or publicity or any other proprietary right I and/or Minor Participant(s) may have, **whether caused in whole or in part by the NEGLIGENCE, STRICT LIABILITY or other FAULT of the Released Parties.**
4. I further agree to **defend, indemnify and hold harmless** the Released Parties to the maximum extent allowed by law, from any expenses, attorneys' fees, loss, liability, damages or cost they may incur arising from any claim or lawsuit brought against them for any injuries, wrongful death, losses or damages of any kind that have been

released or discharged by this Release **whether caused in whole or in part by the NEGLIGENCE, STRICT LIABILITY or other FAULT of the Released Parties.**

5. 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.
6. 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.
7. That 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 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 AM OF AT LEAST 18 YEARS OF AGE AND AM OF SOUND MIND. 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 SEA WORLD OF FLORIDA LLC its parents, subsidiaries, related and affiliated companies, including but not limited to SeaWorld Parks & Entertainment, Inc. and all their officers, directors, shareholders, members, employees, agents, successor and assigns (the "Released Parties") the irrevocable right and permission to photograph or otherwise record me in connection with the Dolphin Interaction Program at Discovery Cove (the Program), 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 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 or recordings.

I AM OF AT LEAST 18 YEARS OF AGE AND AM OF SOUND MIND. I HAVE READ AND UNDERSTAND THE FOREGOING RELEASE AND ACCEPT AND AGREE TO ITS TERMS AND SIGN IT VOLUNTARILY.

Signature: _____ Date: _____

Printed Name: _____