

For SEA Minor Employees PLEASE READ CAREFULLY
Reindeer Run (For SEA Minor Employees)

Revised September 27, 2018

**LIABILITY RELEASE AND VOLUNTARY
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

I, _____, on behalf of the minor child identified below (hereinafter "Minor Participant"), hereby acknowledge and freely and voluntarily agree to all terms contained in this Liability Release and Voluntary Assumption of Risk and Indemnity Agreement (hereinafter "Release") as material consideration for the agreement by SEAWORLD OF FLORIDA LLC d/b/a SEAWORLD ORLANDO, 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 Minor Participant be allowed to participate in the Reindeer Run to be held on December 15, 2018 at SeaWorld in Orlando, Florida, and all activities preceding and following such event (hereinafter "Activities").

Name of Minor
Date of Birth
Minor Participant:

1. I certify that I am at least 18 years of age and I have the authority to contract on my own behalf. I further certify that I am the parent and/or legal guardian of Minor Participant listed above and I have the legal capacity to enter into this agreement on his/her behalf. I represent that Minor Participant is an employee of a park owned and operated or affiliated with Released Parties and I represent that Minor Participant is in good health and there are no physical conditions that would or should prevent Minor Participant from attending or participating in the Activities.

2. Minor Participant has requested the ability to participate in an activity outside of work and outside the scope of his/her job duties. I, on behalf of Minor Participant, acknowledge and agree that Minor Participant's participation in the Activities (a) is voluntary, (b) is not employment-related, (c) is not required by Minor Participant's employment with Released Parties or affiliated entities and (d) entails certain inherent dangers and risk of potential injury and/or death to Minor Participant.

3. I, on behalf of Minor Participant, understand that while Minor Participant is engaged in the Activities Minor Participant is not entitled to any employee benefits afforded by virtue of his/her employment with Released Parties or by provisions of law regarding employment, including but not limited to workers' compensation benefits, nor will any laws relating to hours of work, rates of compensation, and leave time and other similar provisions apply while Minor Participant is engaged in the Activities.

4. I, on behalf of Minor Participant, understand that there are **INHERENT RISKS involved in participating in the 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, sunburn, heat exhaustion, weather-related injuries, slips, trips, falls, scrapes, cuts, bruises, physical trauma, broken bones, fractured bones, sprains, strains, muscle tears, and/or more serious injuries or illnesses such as bodily injury, cardiac arrest, heart attack, even death, as well as negligent or intentional acts of the Minor Participant or other minor participants. **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, agree to **ASSUME all Inherent Risks involved with the Activities**.

_____ INITIALS

5. I, on behalf of Minor Participant, 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 the **INHERENT RISKS** of the Activities, including those for personal injuries, illness, death or damage to or loss of property. I, on behalf of Minor Participant, understand and agree that this indemnity obligation includes any claims, actions, damages or lawsuits brought by me, Minor Participant, 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.

_____ INITIALS

6. I hereby understand that this Release is intended to be as broad and inclusive as permitted by Florida Statute 744.301 and/or other applicable law, and that if any term or provision of this Release shall to any extent be held invalid or unenforceable, the remaining terms of the Release shall not be affected thereby, but shall be valid and

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enforceable to the fullest extent permitted by Florida Statute 744.301 and/or other applicable 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 valid provision.

7. I, on behalf of Minor Participant, acknowledge and agree that 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 interpret or enforce the terms of this Release 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. I, individually and on behalf of Minor Participant, agree that this Release shall be binding upon me, Minor Participant and our family members, legal representatives, executors, heirs, next of kin, successors, beneficiaries and assigns.

**NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN
PURSUANT TO FLORIDA STATUTE 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 HAVE READ AND UNDERSTAND THIS RELEASE AND AGREE TO ITS TERMS AND SIGN IT VOLUNTARILY.

Parent and/or Legal Guardian's Signature: _____

Parent and/or Legal Guardian's Printed Name: _____

Date: _____ Address: _____

Witness' Signature: _____ Witness' Printed Name: _____

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PARTICIPANT AGREEMENT

Publicity Rights

(For Parent/Legal Guardian of Participants Under 18 Years of Age)

For any participant under the age of 18 (the "Minor Participant"), the parent and/or legal guardian of the Minor Participant (the "Guardian"), as material consideration for the Minor being allowed to participate in Reindeer Run at SeaWorld Orlando (the "Activities") on December 15, 2018, expressly and freely grants the Released Parties the irrevocable right and permission to photograph or otherwise record the Minor Participant in connection with the Activities, 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. Guardian hereby waives any right to inspect and approve the use of the Photograph, and acknowledges and agrees that the rights granted by this Release are without compensation of any kind. Guardian acknowledges and agrees that neither Guardian nor Minor Participant has any right, title or interest in the Photographs and agrees that such Photographs and the copyright therein are the exclusive property of the Released Parties. Guardian agrees, on behalf of Minor Participant to release and discharge the Released Parties from any claims, actions, damages, demands, costs, expenses (including attorneys' fees) or lawsuits of any kind (excluding gross negligence or intentional torts) by reason of the sale, distribution or use of such Photographs.

I HAVE READ AND UNDERSTAND THE FOREGOING WAIVER AND RELEASE AND ACCEPT AND AGREE TO ITS TERMS.

Signature of Guardian: _____ **Date:** _____

Printed Name of Guardian: _____

Printed Name of Minor Participant: _____

Address of Guardian: _____
