

**Exhibit D**

PLEASE READ CAREFULLY

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

I, \_\_\_\_\_, participant, being of lawful age, hereby enter this RELEASE OF LIABILITY, VOLUNTARY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (hereinafter, the "Release") with SEA WORLD OF FLORIDA LLC, its parent corporations, subsidiaries, related and affiliated entities, officers, directors, partners, members, shareholders, employees, volunteers, consultants, agents, successors and assigns (collectively, the "Released Parties"), in connection with my attendance at, preparation for and participation in the **Reindeer Run** to be held on Saturday, December 9, 2023 at Sea World in Orlando, Florida (hereinafter, the "Event").

I recognize that my attendance at, preparation for or participation in the Event **may be a DANGEROUS or HAZARDOUS ACTIVITY**, which involves known and unknown RISKS of serious personal injury, including death, and damage to or loss of real or personal property. I am voluntarily registering myself to participate in the Event, despite the known and unknown risks of serious personal injury, including death, and damage to or loss of real or personal property presented by my attendance at, preparation for or participation in the Event. I fully understand that the Event involves risks associated with physical fitness. Such RISKS include, but are not limited to: overexertion, dehydration, collisions with other participants, physical trauma, strains, bruises, sprains, muscle tears, broken bones, sunburn and other serious bodily injury, including cardiac injuries and heart attacks, permanent disability, paralysis and death, which may be caused by my own actions or inactions or the actions or inactions of others participating in the Event, the conditions in which the Event takes place, or the negligence of the Released Parties, whether passive or active, and that there may be other risks either not known to me or not readily foreseeable at this time. I fully accept and assume all such risks and all responsibility for losses, costs and damages I incur as a result of my attendance at and participation in the Event.

I know my capabilities and limitations and I will not attempt to exceed those capabilities in attending, practicing for or participating in the Event. THEREFORE, for good and valuable consideration, including being permitted to attend, prepare for and participate in the Event, I expressly and freely agree as follows:

1. To **ASSUME ALL RISK** of serious personal injury, including death, and/or damage to or loss of real or personal property resulting from, arising out of or in any way connected with my attendance at, preparation for or participation in the Event.

\_\_\_\_\_ INITIALS

2. To **RELEASE, WAIVE and FOREVER DISCHARGE** any and all claims, losses, demands, damages, costs, expenses, lawsuits, causes of action and judgments that I now or hereafter may have or claim to have against the Released Parties resulting from, arising out of or in any way connected with my attendance at, preparation for, participation in the Event or any related event, including but not limited to, any claims or damages for personal injuries, including death, and/or damage to or loss of real or personal property, **whether caused in whole or in part by the NEGLIGENCE and/or FAULT of the Released**

**Parties, whether passive or active** (excluding gross negligence and intentional torts) or any entity or person(s) performing any function with respect to the Event.

\_\_\_\_\_ INITIALS

3. To **INDEMNIFY, DEFEND, and HOLD HARMLESS** the Released Parties from any and all claims, losses, demands, damages, costs, expenses (**including attorneys' fees**), lawsuits, causes of action and judgments for personal injuries, including death, and damage to or loss of real or personal property, whether foreseen or unforeseen, present or future, known or unknown, resulting from, arising out of or in any way connected with my attendance at, preparation for, participation in the Event or any related event, **whether caused in whole or in part by the NEGLIGENCE and/or FAULT of the Released Parties, whether passive or active** (excluding gross negligence or intentional torts) or any entity or person(s) performing any function with respect to the Event.

\_\_\_\_\_ INITIALS

4. That I hold a valid personal health insurance policy sufficient in amount to cover any and all circumstances which may arise from my attendance at, preparation for or participation in the Event.

5. That I am in good health and there are no physical conditions that would prevent me from attending, preparing for or participating in the Event.

6. That I am 18 years of age or older.

7. That this Release shall be interpreted in accordance with the laws of the State of Florida and any dispute regarding the enforceability of this Release shall be filed in the courts of the State of Florida, and shall not be transferred to any other state.

8. That I do hereby grant the Released Parties the irrevocable right and permission to photograph or otherwise record me in connection with the Event, 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 and approve the use of the Photograph, and acknowledge and agree that the rights granted by this Release are without compensation of any kind. 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 (excluding gross negligence or intentional torts) by reason of the sale, distribution or use of such photographs or recordings.

9. That this Release contains the entire, integrated agreement and understanding between Released Parties and me and that no party is relying on any representation, statement, or understanding except as set forth herein. Further, that this Agreement may not be amended or otherwise changed except by a writing signed by all parties hereto.

10. That 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 to any extent 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 valid provision.

11. That the terms and conditions contained in this Release shall be binding upon me and my family members, legal representatives, executors, heirs, next of kin, successors, beneficiaries and assigns.

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

Printed Name of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_

Address of Participant: \_\_\_\_\_

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