

LIABILITY RELEASE AND VOLUNTARY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Exposure to COVID-19 is an inherent risk in any public location where people are present; we cannot guarantee you will not be exposed during your visit.

I, _____, 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 SEA WORLD 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 I be allowed to participate in the **Reindeer Run** to be held on **December 9, 2023 at SeaWorld in Orlando, Florida**, and all activities preceding and following such event (hereinafter "Activities").

- 1. I am 18 years of age or older and I have the authority to contract on my own behalf. I am in good health and there are no physical conditions that would or should prevent me from attending or participating in the Activities.
- 2. I understand that there are **INHERENT RISKS involved in participating in the Activities**, which 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, or heart attack, even 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. **I agree to ASSUME ALL RISKS**, known and unknown, of personal injuries, possible death and damage to or loss of property stemming from my participation in the Activities and to assume all responsibility for losses, costs and damages I may incur, where such risks or losses arise from or are in any way connected with my attendance at or participation in the Activities.

_____ INITIALS

- 3. I agree to **RELEASE, WAIVE and FOREVER DISCHARGE 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 attendance at and/or participation in the Activities 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 may have, **whether caused in whole or in part by the NEGLIGENCE, STRICT LIABILITY or other FAULT (excluding gross negligence and intentional torts) of the Released Parties or any entity or person performing any function with respect to the Activities.**

_____ INITIALS

- 4. The novel coronavirus, COVID-19, also known as severe acute respiratory syndrome coronavirus 2 ("SARS-CoV-2") has been declared a worldwide pandemic by governments and public health agencies. **SARS-CoV-2, COVID-19 and/or any mutation or variation thereof (hereinafter "COVID-19") is extremely contagious, COVID-19** and other communicable, contagious and/or infectious diseases, and (collectively, "**Disease**") can be spread by exposure to people or otherwise. At any location, including the location where the Activities will occur, the risk exists that **Disease** can be spread to those present at the location. Additionally, there is a risk that someone infected with **Disease** could spread it to others. I am aware that my participation in the Activities and my presence at that location will cause me to be near and/or in contact with people and/or things that could raise the risk to me and others of exposure to **Disease**.

_____ INITIALS

- 5. I 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 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**

For Non-Employee Adults

PLEASE READ CAREFULLY

(excluding gross negligence and intentional torts) of the Released Parties or any entity or person performing any function with respect to the Activities. I understand and agree that this indemnity obligation includes any claims, actions, damages or lawsuits brought by me or by anyone else on my behalf, including those for personal injuries, illness or damage to or loss of real or personal property arising from my attendance or participation in the Activities.

_____ INITIALS

- 6. I hereby grant the Released Parties the irrevocable right and permission to photograph or otherwise record me 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. 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.
- 7. I acknowledge and agree 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.
- 8. I 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.
- 9. I agree that 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 THIS RELEASE AND AGREE TO ITS TERMS AND SIGN IT VOLUNTARILY.

Signature: _____ Printed Name: _____ Date: _____

Address: _____

Witness' Signature: _____ Witness' Printed Name: _____