

**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, \_\_\_\_\_, on behalf of all the minor children identified below (hereinafter "Minor Participants"), 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 PARKS & ENTERTAINMENT LLC d/b/a ADVENTURE ISLAND, 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 Participants be allowed to participate in the **Tampa Bay Kids Triathlon Event** to be held on **April 9, 2022 at Adventure Island** in Tampa, Florida, and all activities preceding and following such event (hereinafter "Activities").

	<b>Name of Minor Child/Ward</b>	<b>Date of Birth</b>
Minor Participant No. 1:		
Minor Participant No. 2:		
Minor Participant No. 3:		

- 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 Participants listed above and I have the legal capacity to enter into this agreement on their behalf. I represent that Minor Participants are in good health and there are no physical conditions that would or should prevent Minor Participants from attending or participating in the Activities.
- I, on behalf of Minor Participants, 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, wading in shallow water, swimming in deep water, drowning, traversing wet or slippery surfaces, slips, trips, falls, collision with other cyclists, damage to bicycles, 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, 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 Participants, agree to ASSUME all Inherent Risks involved with the Activities.**  

\_\_\_\_\_ INITIALS
- I, on behalf of Minor Participants, 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 Participants, understand and agree that this indemnity obligation includes any claims, actions, damages or lawsuits brought by me, Minor Participants, or by anyone else on my, or Minor Participants' behalf, including those for personal injuries, illness or damage to or loss of property arising from Minor Participants' attendance or participation in the Activities.  

\_\_\_\_\_ INITIALS
- 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

**For Non-Employee Minors**

**PLEASE READ CAREFULLY**

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 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 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.
- 6. I, on behalf of Minor Participants, 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 Hillsborough County is located or in the absence of federal court jurisdiction, in a state court of competent jurisdiction in Hillsborough County, Florida.
- 7. I, individually and on behalf of Minor Participants, agree that this Release shall be binding upon me, Minor Participants 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: \_\_\_\_\_

**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 the TAMPA BAY KIDS TRIATHLON at Adventure Island (the "Activities") on April 9, 2022, 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 No. 1:** \_\_\_\_\_

**Printed Name of Minor Participant No. 2:** \_\_\_\_\_

**Printed Name of Minor Participant No. 3:** \_\_\_\_\_

**Address of Guardian:** \_\_\_\_\_  
\_\_\_\_\_