

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

I, \_\_\_\_\_, a person being over the age of eighteen, as a participant or a parent or legal guardian of \_\_\_\_\_, a minor child participant, on my own behalf or on my minor child's behalf hereby enter this RELEASE OF LIABILITY, VOLUNTARY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (hereinafter, the "Release") with SEA WORLD OF TEXAS LLC D/B/A SEAWORLD SAN ANTONIO, its parent corporation, subsidiaries, related and affiliated entities, officers, directors, partners, members, employees, volunteers, consultants, agents, successors and assigns (collectively, the "Released Parties"), in connection with my and/or my child's audition to perform at SeaWorld San Antonio on \_\_\_\_\_ and all activities preceding and following such events (collectively, the "Event").

I recognize that my or my child's attendance at and participation in the Event involves known and unknown **RISKS** associated with physical activity that include but are not limited to physical trauma, bone fractures, strains, bruises, muscle tears, broken bones, sun burns, dehydration and other conditions, any of which could cause serious bodily injury, including cardiac injuries and heart attacks, permanent disability, paralysis and death, 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 or my child incurs as a result of my or my child's attendance at and participation in the Event. I am voluntarily allowing myself or my child to participate in the Event, despite the known and unknown risks presented by my or my child's attendance at and participation in the Event.

I fully understand that I should consult with a physician before participating in the Event or any other exercise program or before my child participates in the Event or any other exercise program. I know my or my child's capabilities and limitations and I or my child will not attempt to exceed those capabilities in attending and participating in the Event.

THEREFORE, in consideration of me or my child being permitted to attend and participate in the Event, I expressly and freely agree:

1. To **ASSUME ALL RISK** of serious personal injury, including death, and/or damage to or loss of real or personal property and to assume all responsibility for losses, costs and damages I or my child may incur, where such risks or losses arise from or are in any way connected with my or my child's attendance at, preparation for or participation in the Event.

\_\_\_ INITIALS

2. To **RELEASE, WAIVE and FOREVER DISCHARGE** any and all claims, liabilities, loss, demands, damages, costs, expenses, lawsuits, causes of action and judgments that I or my child 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 or my child's attendance at, preparation for or 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 or 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, liabilities, loss, 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 or my child's attendance at, preparation for or participation in the 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 am or my child is in good health and there are no physical conditions that would or should prevent me or my child from attending, preparing for or participating in the Event.
- 5. That I hereby on my own behalf and/or on behalf of the minor participant grant the Released Parties, including but not limited to SeaWorld Parks & Entertainment, Inc. and their officers, directors, partners, shareholders, employees, agents, successors and assigns, the irrevocable right and permission to photograph or otherwise record me or my child/ward 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 and all 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, including but not limited to any and all claims for invasion of privacy or rights of publicity.
- 6. 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. This Release shall be interpreted in accordance with the laws of the State of Texas. I agree that any dispute regarding the enforceability of this Release shall be filed in the courts of the State of Texas, and shall not be transferred to any other state.
- 7. That the terms and conditions contained in this Release shall be binding upon me or my child and my or my child's family members, legal representatives, executors, heirs, next of kin, successors, beneficiaries and assigns.
- 8. That I am eighteen years of age or older and have the authority to contract in my own name or on behalf of my child.

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**IF PARTICIPANT IS UNDER 18 YEARS OF AGE, SIGNATURE OF PARENT/LEGAL GUARDIAN IS REQUIRED BELOW:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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