



WAIVER AND RELEASE

THIS WAIVER AND RELEASE is executed by or on behalf of the undersigned (“Participant”) in favor of Gulf Exhibition Corp. d/b/a Gulfarium Marine Adventure Park, and its affiliates and subsidiaries, and its directors, officers, employees, agents, contractors, successors and assigns (collectively referred to as “Releasees”). **IN CONSIDERATION** of being permitted to enter into or engage in any activities in or at Gulfarium Marine Adventure Park (“Gulfarium”), the undersigned, for Participant and Participant’s personal representatives, heirs and next of kin, acknowledges, agrees and represents as follows:

RELEASE AND COVENANT NOT TO SUE. Participant releases, waives, discharges Releasees from all liability to Participant and Participant’s personal representatives, assigns, heirs, next of kin, parents and guardians for any and all loss or damage, and any claim or demands for the same on account of injury to the person or property of Participant or resulting in death of the Participant, whether caused by the negligence of the Releasees or otherwise, while the Participant is in the Gulfarium or participating in any way in any activities at the Gulfarium, including the participation in water activities with animals, and covenants not to sue Releasees for anything related thereto.

ACKNOWLEDGMENT AND ASSUMPTION OF RISK. Participant understands and acknowledges that Participant may be engaging in activities that can result in serious bodily injury, death, or property damage, that Participant has been fully briefed on the potential hazards of such activities, and that Participant's participation is entirely voluntary. Participant understands that physical activity has varying effects on individuals based on size, age, physical condition and/or state of health, and that is Participant’s sole responsibility to determine his or her state of physical readiness for any activities at the Gulfarium. Participant acknowledges that many activities at the Gulfarium are not appropriate for pregnant women. Participant voluntarily assumes full responsibility for all risk of bodily injury, death or property damage to Participant due to the negligence of Releasees, or otherwise, while Participant is in the Gulfarium and while participating in any way in any activities at the Gulfarium, including encounters with animals. Participant also agrees that Participant is solely responsible for any loss or damage, including property damage, physical injury or death, that Participant may sustain while at the Gulfarium, and that Participant by this agreement is relieving Releasees of any and all liability for such loss, damage, injury or death.

INDEMNIFICATION. Participant agrees to indemnify and hold harmless the Releasees from any loss, liability, damage or cost they might incur due to Participant’s presence at and/or participation of activities at the Gulfarium, and whether caused by the negligence of the Releasees or otherwise. Participant further agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad as inclusive as is permitted by the law of Florida, and that if any portion of it is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

PUBLICITY. Participant consents to the unlimited use, including but not limited to commercial advertising use, of Participant’s recorded image, voice or photograph by Releasees in any and all forms and contexts. No further permission is required beyond this consent.

RULES. Participant acknowledges that Participant has read and fully understands the rules of the Gulfarium, and promises to follow and abide by those rules.

GOVERNING LAW; VENUE. This Agreement shall be governed by the laws of the State of Florida, and any legal action relating to or arising out of this Agreement shall be commenced exclusively in the Circuit Court in and for Okaloosa County, Florida.

Participant has read and voluntarily signs this release, waiver of liability, indemnity agreement and covenant not to sue with full knowledge of the nature and extent of the inherent risks, and further agrees that no oral representations, statements or inducements apart from the foregoing written agreement have been made.

Signature

Print

Date

Minor Child Under 18 Years of Age:

Print Name

Age