



PARTICIPANT RELEASE

Welcome to Discovery Cove. Our goal is provide each of our guests with a memorable animal interaction experience. Please take a moment to carefully read through the release statement below.

Participant has requested the opportunity to participate in the Discovery Cove water and animal interaction activities. In consideration of Participant being allowed to participate in the water and animal interaction activities, Participant expressly and freely agrees as follows:

1. That Participant is in good health and does not have any health or physical impairments or conditions that might be aggravated by participating in the water and animal interaction activities.
2. That Participant understands that there are inherent RISKS involved in water and animal activities, including but not limited to swimming in deep water, being near, interacting with, feeding, and/or touching dolphins, and that he/she could suffer scrapes, bites, cuts or bruises, and/or more serious injuries or illnesses. Participant agrees to **ASSUME ALL RISK**, known and unknown, of serious personal injury or illness, resulting from or in anyway connected with attendance at or participation in the Discovery Cove water and animal interaction activities.
3. That Released Parties may photograph or otherwise record Participant and his/her family while in the park. Released Parties may make such photographs or other recordings available for purchase to Participant, his/her family members or others who claim to be associated with Participant.
4. To **RELEASE SEA WORLD OF FLORIDA, INC., DISCOVERY COVE**, their parents, subsidiaries, related and affiliated companies, officers, employees and agents (the "Released Parties") **from any and all claims, loss, 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 Participant's attendance at and/or participation in the Discovery Cove water and animal interaction activities (whether animals are deemed domestic or wild) or relating to the taking or selling of Participant's photographs or recordings, including but not limited to, any claims for personal injuries or 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, **whether caused in whole or in part by the NEGLIGENCE, STRICT LIABILITY or other FAULT of the Released Parties.**
5. 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 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 invalid provision.
6. That this Release shall be binding upon participant's family members, legal representatives, personal representatives, successors, heirs, next of kin, executors, administrators, insurers and employers.

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

Signature of Participant: _____ Date: _____

Printed Name of Participant: _____ ID # _____

Address of Participant: _____

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

Signature: _____ Date: _____

Printed Name: _____ ID # _____

Address: _____

Witness: _____ Date: _____