

2013 SLEEPOVER HEALTH HISTORY FORM AND RELEASES FOR ADULT PARTICIPANTS

PARTICIPANTS CANNOT START PROGRAM ACTIVITIES UNTIL A COMPLETED PACKET IS ON FILE WITH THE SEAWORLD SLEEPOVER OFFICE.

The information on these forms will help us provide appropriate care if or when necessary.

Any changes to information on these forms should be given to camp staff upon arrival to camp. Please provide us with complete information so the staff can be aware of all needs.

First Name	Las	t Name		Male/Female
Home address	City		State	Zip
Emergency Contact	Phone		Mobile Phone (mu	ust be registered in US)
Is the participant covered by family medical/hos	pital insurance?	☐ Yes	□ No	
If so, indicate carrier or plan name			Group #	
Name of insured	Relationship to participant			
Policyholder insurance ID number				
Name of family physician		Pr	one	
Name of family dentist/orthodontist		Ph	one	
Current or chronic Illness/medical condition(s) _				
Current medications (send with doctor's instruct	ions)			
Allergies				
Dietary or Other restrictions				

CONSENT AND RELEASE FOR MEDICAL TREATMENT

In consideration of my attendance at and participation in at the Sea World Camp and all associated activities and outings (collectively, "the Camp", execute this Consent and Release for Medical Treatment (the "Consent") with SEA WORLD LLC, parents, subsidiaries, related and affiliated entities, including but not limited to SeaWorld Parks & Entertainment, Inc., and their members, office directors, partners, shareholders, employees, agents, insurers, successors and assigns (collectively, "SEA"). I understand and agree that Consent shall be binding on me as well as any of my guardians, representatives, executors, heirs, next of kin, administrators, beneficiaris successors and assigns. I represent and agree that I have the legal capacity and authority to enter into this Consent.
I hereby authorize any licensed physician, emergency medical technician, paramedics, nurses, hospital or other medical or health care facility provider ("Medical Provider") to provide medical care to me for any illness, injury, and/or condition that occurs, manifests or arises at the Camp further authorize any such Medical Provider to perform all procedures or services deemed medically advisable to treat or relieve, or to attemp treat or relieve, any illness, injury, and/or condition. I acknowledge that there is a risk of complications and unforeseen consequences in any med treatment, and I KNOWINGLY AND VOLUNTARILY AGREE TO ASSUME ANY SUCH RISK. I acknowledge that no warranty is being made as the result of any medical treatment. I agree that any health history I provide is correct to the best of my knowledge. I certify that I am in good her and do not have any health or mental / physical impairments or conditions that would be aggravated by attendance or participation at the Camp that make such attendance or participation unsafe or otherwise inappropriate for me, any animals with whom we will interact or other campers. copy of this Consent may be used in place of the original.
I acknowledge and agree that this Agreement is intended to be as broad and inclusive as permitted by law. If any provision is invalidated unenforceable, the remaining terms of the Agreement shall not be affected thereby but shall be valid and enforceable to the fullest extent permit by law. The invalid provision shall automatically be replaced by a substitute provision which is valid and as nearly as possible maintains the sa purposes and intention of the invalidated or unenforceable provision. I acknowledge and agree that this Agreement shall be interpreted accordance with the laws of the State of California.
I HAVE READ AND UNDERSTAND THE FOREGOING AND ACCEPT AND AGREE TO ITS TERMS.
Signature of Adult Chaperone:Date:
Printed Name of Adult Chaperone:
PHOTO RELEASE
In consideration of being permitted to participate in the SeaWorld Camps and all associated activities and outings (collectively, "the Camp"), do hereby grant Sea World LLC, its parent, subsidiaries, related and affiliated entities, office members, directors, partners, shareholders, employees, agents, successors and assigns ("SEA"), the irrevocable right and permission photograph or otherwise record me in connection with the Camp, and to use the photograph or recording ("Photograph") for all purposes, include advertising and promotional purposes, in any manner in any and all media now or hereafter known, in perpetuity throughout the world, with restriction as to alteration. I waive any right to inspect or approve the use of the Photograph, and acknowledge and agree that the rights granted 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 exclusive property of SEA. I hereby release and discharge SEA from any and all claims and demands arising out of or in connection we the use of the Photographs, including but not limited to any and all claims for invasion of privacy or right of publicity.
I represent and agree that I have the legal capacity and authority to enter into this agreement. This release shall be binding upon my he executors, representatives, next of kin, beneficiaries, administrators, successors and assigns.
I HAVE READ AND UNDERSTAND THE FOREGOING RELEASE AND ACCEPT AND AGREE TO ITS TERMS AND SIGN IT VOLUNTARILY.
Signature of Adult Chaperone:Date:
Printed Name of Adult Chaperone:
☐ Decline use of Photograph Date

CODE OF CONDUCT AGREEMENT

This statement, when signed by participant, serves as an agreement with SeaWorld.

Due to the nature of the SeaWorld Camp programs, all participants are expected to act in a responsible and courteous manner at all times. Upon arrival to the program, SeaWorld Instructors will review examples of acceptable and unacceptable behavior. Participants are expected to adhere to the guidelines set forth by the SeaWorld Instructors. If a behavior problem arises, the Instructors will first discuss the problem with the individual. If the problem continues, the participant may forfeit participation in future program activities. If the problems are severe, the parent will be contacted to discuss the problem. Finally, if the problem is not rectified, the parents are responsible for providing transportation for the participant to leave the program and a refund will not be issued.

Examples of behavior that may result in a participant leaving a program include, but are not limited to, consumption or possession of alcohol; use or possession of tobacco products or illegal narcotics; possession of a weapon (real or look-a-like); destruction of property; stealing; and entering the sleeping area of the opposite gender.

•	t. By signing this agreement, I agree to act in a responsible and courteous aWorld Instructors, I understand that I may forfeit my participation in program
Adult Chaperone name (print)	Adult Chaperone Signature

RELEASE OF LIABILITY, VOLUNTARY ASSUMPTION OF RISK, INDEMNIFICATION AND WAIVER OF CLAIM

- 1. In consideration of my attendance at and participation in at the SeaWorld Camp and all associated activities and outings (collectively, "the Camp"), I, ________, execute this Release of Liability, Voluntary Assumption of Risk, Indemnification and Waiver of Claim (the "Release") with SEA WORLD LLC, its parents, subsidiaries, related and affiliated entities, including but not limited to SeaWorld Parks & Entertainment, Inc., and all their members, officers, directors, partners, shareholders, employees, agents, insurers, successors and assigns (collectively, "Released Parties"). I understand and agree that this Release shall be binding on me as well as any of my guardians, representatives, executors, heirs, next of kin, administrators, beneficiaries, successors and assigns.
- 2. I represent and agree that I have the legal capacity and authority to enter into this Release.
- 3. I hereby acknowledge and understand that the activities included in the Camp and participation in the Camp involve certain risks, which may be inherent in those activities, including but not limited to personal injury, sickness, disease, death, and/or damage to and/or loss of property. I AGREE TO AND DO HEREBY EXPRESSLY, KNOWINGLY AND VOLUNTARILY ASSUME ANY AND ALL RISKS, KNOWN OR UNKNOWN OF PERSONAL INJURY, SICKNESS, DISEASE, AND/OR DEATH TO MYSELF, AND/OR DAMAGES TO AND/OR LOSS OF MY PROPERTY, REAL OR PERSONAL, CAUSED BY OR ARISING OUT OF MY PARTICIPATION IN THE CAMP AND/OR PRESENCE AT THE CAMP SITE OR AT THE SITE OF ANY CAMP ACTIVITIES, REGARDLESS OF THE CAUSE, INCLUDING THE NEGLIGENCE AND/OR FAULT OF THE RELEASED PARTIES. I certify I am in good health and have no mental or physical condition that would prevent my participation in the Camp.
- 4. I agree that the Released Parties shall not be liable for any damages arising from personal injuries (including death), damage to or loss of property or other harm, whether foreseen or unforeseen, present or future, known or unknown, that I may sustain in any way which directly or indirectly results from or arises out of my attendance at and participation in the Camp, transportation to or from the Camp or Camp activities, presence at the Camp site, the site of any Camp activities, or at any location within the Sea World Park while attending Camp. I UNDERSTAND THAT THIS RELEASE INCLUDES ANY CLAIMS BASED IN WHOLE OR IN PART ON THE NEGLIGENCE, ACTION OR INACTION OF ANY OF THE RELEASED PARTIES AND I HEREBY RELEASE, WAIVE AND FULLY DISCHARGE THE RELEASED PARTIES FROM ANY AND ALL LIABILITY FOR ANY

CLAIMS, EVEN IF CAUSED IN WHOLE OR IN PART BY THE PRESENT OR FUTURE NEGLIGENCE, FAULT, BREACH OF CONTRACT OR OTHER ACT, CONDUCT OR STATUS OF ANY OF THE RELEASED PARTIES WHETHER PASSOVE OR ACTIVE (EXCLUDING GROSS NEGLIGENCE OR INTENTIONAL TORTS).

- 5. I acknowledge receipt of written materials and instructions relating to the Released Parties and assert that I have had an opportunity, prior to enrolling in the Camp, to review these materials. These materials include but are not limited to the Camp handbook enclosed in the confirmation packet.
- 6. I further agree to INDEMNIFY, DEFEND AND HOLD HARMLESS the Released Parties from and against any and all claims, whether foreseen or unforeseen, known or unknown, present or future, that I or my heirs executors, administrators, assigns or anyone acting on my behalf may have or assert EVEN IF CAUSED IN WHOLE OR IN PART BY THE PRESENT OR FUTURE NEGLIGENCE, FAULT, BREACH OF CONTRACT OR OTHER ACT, CONDUCT OR STATUS OF ANY OF THE RELEASED PARTIES WHETHER PASSOVE OR ACTIVE (EXCLUDING GROSS NEGLIGENCE OR INTENTIONAL TORTS).
- 7. This Release is intended to be as broad and inclusive as permitted by law, and if any portion thereof is held invalid, the balance shall continue in full legal force and effect. The invalid portion 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 portion. To the extent that any provisions in this Release are held to be irreconcilable with or mutually exclusive of other provisions in this Release, said provisions are to be considered separately and in the alternative.
- 8. This Release is not intended to release the Released Parties from any conditions or activity that, as a matter of law, cannot be avoided, waived or released and no provision of this Release should be interpreted as such.
- 9. I expressly waive any and all rights I may have under Section 1542 of the Civil Code of the State of California, which states "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor".

This Release shall be governed by the substantive provisions of California law, without reference to its principles of conflicts of law. I understand and agree that this Release shall be binding on me as well as any of my guardians, representatives, executors, heirs, next of kin, administrators, beneficiaries, successors and assigns.

I HAVE READ AND UNDERSTAND THE FOREGOING RELEASE, ACCEPT AND AGREE TO ITS TERMS AND SIGN IT VOLUNTARILY AND AM EIGHTEEN YEARS IF AGE OR OLDER AND HAVE THE LEGAL CAPACITY TO ENTER INTO THIS RELEASE.

Adult Chaperone name (print))
Adult Chaperone Signature _	