

**PARTICIPANT AGREEMENT**  
(For Event Participants – Under 18 Years of Age)

**RELEASE OF LIABILITY, VOLUNTARY  
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

I, the parent and/or legal guardian of the below identified minor participant (the "Minor"), on behalf of the Minor, hereby enter this RELEASE OF LIABILITY, VOLUNTARY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (the "Release") with SEA WORLD OF TEXAS LLC, 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 Minor's attendance at and participation in the **Run For The Fund** event, involving a 5K run, 10K run and family walk, to be held at SeaWorld San Antonio in San Antonio, Texas in 2014, and all activities preceding and following such event (collectively, the "Event").

I acknowledge and agree that Minor's attendance at and participation in the Event involves the risk of personal injury, death and/or damage to or loss of property, which may be caused by Minor's own actions, or inactions, those of others participating in the Event, the conditions in which the Event takes place (which will include rough, uneven and changing surfaces, as well as **possible interaction with animals**), or the negligence of the Released Parties; and that there may be other risks either not known or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages Minor may incur as a result of Minor's attendance at and participation in the Event.

THEREFORE, in consideration of Minor being permitted to attend and participate in the Event, I expressly and freely agree on behalf of Minor:

1. To **ASSUME ALL RISK** of personal injury, including death, and/or damage to or loss of real or personal property arising from or in any way connected with Minor's attendance at or participation in the Event.
2. To **RELEASE, WAIVE and FOREVER DISCHARGE** any and all claims, losses, liabilities, demands, damages, costs, expenses, lawsuits, causes of action and judgments that Minor now has or hereafter may have or claim to have against the Released Parties resulting from, arising out of or in any way connected with Minor's attendance at 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 of the Released Parties** (excluding gross negligence or intentional torts), Minor, or any entity or person(s) attending, participating at or performing any function with respect to the Event.
3. To **INDEMNIFY, DEFEND and HOLD HARMLESS** the Released Parties, from any and all claims, liabilities, losses, 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 Minor's attendance at or participation in the Event, **whether caused in whole or in part by the NEGLIGENCE of the Released Parties** (excluding gross negligence or intentional torts), Minor or any entity or person(s) attending, participating at or performing any function with respect to the Event.
4. That Minor is in good health and there are no physical conditions that would or should prevent Minor from attending or participating in the Event.
5. That there is a valid personal health insurance policy on Minor in amounts that are sufficient to cover any and all circumstances that may arise from Minor's attendance at or participation in the Event.
6. I hereby on my own behalf and/or on behalf of the minor participant grant the Release 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 or 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 hereby release and discharge the Release Parties from any and all claims and demands arising out of or in connection with the use of the Photographs, including but not limited to any and all claims for invasion of privacy or right of publicity.
7. 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 is held invalid, the balance shall continue in full legal force and effect. The invalid provision shall automatically be replaced by a substitute provision which is valid and as nearly as possible maintains the same economic purpose and intention of the invalid provision.
8. That this Release shall be binding upon me and me and my and Minor's heirs, executors, administrators and assigns.
9. That I am eighteen years of age or older and have the authority to contract in my own name and on behalf of Minor.

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

Signature of Parent/Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Parent/Guardian: \_\_\_\_\_

Printed Name of Minor Participant: \_\_\_\_\_

Address of Parent/Guardian: \_\_\_\_\_  
\_\_\_\_\_

Witness: \_\_\_\_\_

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