



PARTICIPANT WAIVER AND RELEASE
(for participants under 18 years of age)

I _____ (print full name), the natural guardian of _____ (print full name) ("Participant") as a condition to the Participant's participation in Sharky's Sky Trail Ropes Course (the "Program") at Miami Seaquarium ("Seaquarium"), am executing and delivering this waiver and release to the Seaquarium. I verify that I am the Participant's natural guardian.

I acknowledge my receipt, review and understanding of the rules and regulations relating to the Program in which I have chosen to have the Participant participate. I agree the Participant will comply with those rules and regulations. I understand that if the Participant fails to follow Seaquarium's rules and regulations or comply with instructions given me by Seaquarium personnel the Participant may be removed from the Program.

I fully understand and acknowledge that: (a) there are risks and dangers associated with participation in the Program including, but not limited to property damage, permanent bodily injury, or death; (b) these risks and dangers may be either inherent in the activity of participating in a ropes course and/or may be caused by the negligence of the Participant, other participants, Seaquarium, its employees, officers, agents or representatives and, (c) I assume all risks and dangers, as well as all responsibilities for any losses and/or damages for the Participant while participating in the program, whether caused in whole or in part by the negligence or other conduct by Seaquarium, its employees, officers, agents, representatives, or by another person.

As a condition to and in consideration for the Participant being permitted to participate in the Program, I and the Participant hereby exempt and hold harmless Marine Exhibition Corporation, d/b/a Miami Seaquarium, its parent, subsidiaries and affiliated entities and its and their respective assignees, directors, officers, shareholders, employees and agents (the "Released Parties") from any and all liabilities, costs or expenses arising out of the Participant's participation in the Program or any other acts or omission on their part with respect to inherent risks and waive all claims against the Released Parties for damages, injuries and death which ever may be sustained by the Participant whether foreseen or unforeseen that may occur as a result of the inherent risks of his/her participation in the Program.

I hereby agree to indemnify and hold harmless the released Parties for any and all liabilities, damages, costs and expenses including, without limitation, any and all attorneys' fees, at trial, on appeal or otherwise which they may incur as a result of their reliance on any statements in this document which may be false or misleading in any respect.

I agree that if any portion of this Waiver and Release is found to be invalid or inapplicable by a court of competent jurisdiction, that portion shall be severed from this document and such determination shall not affect any other portion or provision. If any portion or provision is capable of two constructions, one of which would render it void and the other valid, the portion or provision shall have the meaning which renders it valid. This Waiver and Release shall be governed by Florida law. Any claims related to this Waiver and Release or the Participant's participation in the Program may only be brought and adjudicated in the State of Florida.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE RELEASED PARTIES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASED PARTIES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE RELEASED PARTIES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Signature of Natural Guardian: _____

Date: ___/___/___