



ADULT RELEASE AND WAIVER OF LIABILITY
PLEASE READ CAREFULLY – PLEASE WRITE LEGIBLY

I \_\_\_\_\_ (print full name), as a condition to my participation in Sharky's Sky Trail Ropes Course (the "Program") at Miami Seaquarium ( the "Seaquarium"), am executing and delivering this waiver and release to the Seaquarium.

I acknowledge that am 18 years of age or older and that I have received, reviewed and understand the rules and regulations relating to the Program in which I have chosen to participate. I understand that if I fail to follow Seaquarium's rules and regulations or comply with instructions given to me by Seaquarium personnel I 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 myself, 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 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 my being permitted to participate in the Program, I agree (a) that Festival Fun Parks L.L.C., 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") shall not be liable for, and I hereby waive any right that I may have for, any damages, including, without limitation, compensatory, punitive and exemplary damages and damages for pain and suffering or losses or expenses arising from personal injuries and/or damage to property which I may incur resulting from or arising out of my participation in the Program, whether or not arising from any inherent risks of the Program or from the negligence of any of the Released Parties; and (b) not to sue any of the Related Parties or file a claim with any of their insurance providers for any and all claims, demands, damages, rights or causes of action, present or future, of any kind or nature, whether known or unknown, anticipated or unanticipated, resulting from or arising out of my participation in the Program, whether or not arising from the negligence of any of the Related Parties.

I agree that if any portion of this Waiver and Release is found to be invalid or inapplicable by 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 my participation in the Program may only be brought and adjudicated in the State of Florida.

Signature of Participant: \_\_\_\_\_ Date: \_\_/\_\_/\_\_\_\_