Garden Grand Finale

Student/Minor Participants

THIS IS A FULL AND FINAL RELEASE READ CAREFULLY BEFORE SIGNING LIABILITY WAIVER, ACKNOWLEDGMENT AND INDEMNITY

 I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on behalf of all the minor children identified below (hereinafter “Minor Participants”), hereby acknowledge and freely and voluntarily agree to all terms contained in this Liability Release and Voluntary Assumption of Risk and Indemnity Agreement (hereinafter “Release”) as material consideration for the agreement by SEAWORLD PARKS & ENTERTAINMENT LLC d/b/a BUSCH GARDENS TAMPA, its parent corporation, subsidiaries, related and affiliated entities, including but not limited to, SeaWorld Parks & Entertainment, Inc. and all their officers, directors, partners, members, employees, volunteers, consultants, agents, successors and assigns (“collectively, the “Released Parties”) that Minor Participants be allowed to participate in the Garden Grand Finale Event to be held on May 14-15 2020 at Busch Gardens Tampa, in Tampa, Florida, and all activities preceding and following such event (hereinafter “Activities”).

Minor Participant No. 1: Name of Minor Child/Ward - Date of Birth Minor

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Minor Participant No. 2: Name of Minor Child/Ward - Date of Birth Minor

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Minor Participant No. 3: Name of Minor Child/Ward - Date of Birth Minor

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1. I certify that I am at least 18 years of age and I have the authority to contract on my own behalf. I further certify that I am the parent and/or legal guardian of Minor Participants listed above and I have the legal capacity to enter into this agreement on their behalf. I represent that Minor Participants are in good health and there are no physical conditions that would or should prevent Minor Participants from attending or participating in the Activities.

2. I, on behalf of Minor Participants, understand that there are INHERENT RISKS involved in participating in the Activities, which shall mean those dangers or conditions, known or unknown, which are characteristic of, intrinsic to, or an integral part of the Activities and which are not eliminated even if the Activities provider acts with due care in a reasonably prudent manner. Examples of such INHERENT RISKS include but are not limited to, executing strenuous and demanding physical techniques; vigorous physical exertion, collisions with walls, any cheerleading apparatus, floors or mats, falling, tumbling or hitting any cheerleading apparatus, the floor, mats, ceiling, stands, equipment or other surfaces, physical contact with other participants (including spotters whose role is to enhance safety and learning), failure to participate within one’s abilities, the mechanical failure of any cheerleading apparatus, spinal cord injuries which may result in permanent paralysis, permanent disability, paralysis, head injuries, scrapes, cuts, bruises, physical trauma, broken bones, fractured bones, sprains, strains, muscle tears, and/or more serious injuries or illnesses such as bodily injury, even death, as well as negligent or intentional acts of the Minor Participant or other minor participants. INHERENT RISKS additionally include a failure by the Activities provider to warn the Minor Participant or his or her guardian of a specific INHERENT RISK. I, on behalf of Minor Participants, agree to ASSUME all Inherent Risks involved with the Activities. \_\_\_\_\_\_ INITIALS

3. I, on behalf of Minor Participants, further agree to defend, indemnify and hold harmless the Released Parties from and against any expenses, attorneys’ fees, loss, liability, damages or cost they may incur arising from INHERENT RISKS of the Activities, including those for personal injuries, illness, death, damage to or loss of property. I, on behalf of Minor Participants, understand and agree that this indemnity obligation includes any claims, actions, damages or lawsuits brought by me, Minor Participants, or by anyone else on my, or Minor Participants’ behalf, including those for personal injuries, illness or damage to or loss of property arising from Minor Participants’ attendance or participation in the Activities. \_\_\_\_\_

INITIALS 4. I hereby understand that this Release is intended to be as broad and inclusive as permitted by Florida Statute 744.301 and/or other applicable law, and that if any term or provision of this Release shall to any extent 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 Florida Statute 744.301 and/or other applicable 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 valid provision. Tampa Diamond Championship Release (For Minor Participants)

5. I, on behalf of Minor Participants, acknowledge and agree that this Release shall be governed by the substantive provisions of Florida law, without reference to its principles of conflicts of law. Any claim or lawsuit brought to interpret or enforce the terms of this Release shall be brought in federal court in the district in which Hillsborough County is located or in the absence of federal court jurisdiction, in a state court of competent jurisdiction in Hillsborough County, Florida.

6. I, individually and on behalf of Minor Participants, agree that this Release shall be binding upon me, Minor Participants and our family members, legal representatives, executors, heirs, next of kin, successors, beneficiaries and assigns.

NOTICE TO THE MINOR CHILD’S NATURAL GUARDIAN PURSUANT TO FLORIDA STATUTE 744.301 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. I HAVE READ AND UNDERSTAND THIS RELEASE AND AGREE TO ITS TERMS AND SIGN IT VOLUNTARILY.

Parent and/or Legal Guardian’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Parent and/or Legal Guardian’s Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness’ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Witness’ Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_