



# NATIONAL AQUARIUM®

## RELEASE AND WAIVER AGREEMENT

In consideration of being permitted to participate in \_\_\_\_\_

Program/Project (the "Program") sponsored by the National Aquarium in Baltimore (the "Aquarium"),

I \_\_\_\_\_, acknowledge and agree that:

*(print participant's name)*

**Assumption of Risk; Release.** I am participating in the Program voluntarily. I understand that the Program includes activities beyond the Aquarium's control. I assume all risks of participating in the Program and I understand that such risks could be considerable. I, for myself and my heirs, personal representatives, assigns and next-of-kin, hereby voluntarily RELEASE AND FOREVER DISCHARGE the Aquarium, all of its affiliates, successors and assigns, and all of the directors, officers, employees, volunteers, agents and representatives of the Aquarium and the other before-mentioned entities (the "Releases"), from any and all claims, damages, costs (including reasonable attorneys' fees), and other liabilities ("Losses"), including without limitation, Losses arising from or related to any injury to me or my property, or any other person or their property, whether caused by the negligence of Releases or otherwise.

**Hold Harmless.** I agree to indemnify and hold harmless each and every Release from and against any and Losses (including without limitation, any damages inflicted by me upon any facilities or vehicles used in the Program) which any of them may sustain by reason of my participation in the Program.

**Personal Health and Insurance.** I certify that I am sufficiently physically fit to participate in the Program. I certify that I have and will maintain medical insurance covering any and all medical costs that may arise from my participation in the Program.

**Cancellation/Termination and Rules.** I agree that the Aquarium reserves the right to (i) alter the Program itinerary and arrangements for any reason whatsoever, and/or (ii) cancel or terminate the Program for any reason whatsoever. I agree to follow all rules of behavior deemed appropriate by the Aquarium Staff and to not exceed limits established by the Aquarium Staff. I agree that the Aquarium reserves the right to require me to withdraw from the Program at any time if I violate such rules or limits, or when such action is determined by the Aquarium to be in the best interests of the health, safety, and general welfare of the other Program participants. I understand that if I withdraw from the Program, I will be sent home at my own expense.

**Applicable Law.** I agree that this Release and Waiver Agreement (this "Agreement") shall be construed and governed by Maryland law without regard to any rules relating to conflicts of laws. I further agree that any lawsuit, claim or other legal proceeding related to the Program or this Agreement must be brought exclusively in the federal or state courts located in Baltimore, Maryland, and I hereby submit to personal jurisdiction in the State of Maryland and to venue in such courts.

**Miscellaneous Terms.** This Agreement contains the entire agreement between the Aquarium and I regarding any and all Losses arising from or related to my participation in the Program. I waive any right to a trial by a jury with regard to claims rising out of my participation in the Program. This release shall be construed as a whole according to its fair meaning, and not strictly for or against either of the parties. I agree that this Agreement is intended to be as broad and inclusive as permitted by applicable law and that if any portion of the Agreement is held invalid or unenforceable by a court of competent jurisdiction, the balance of the Agreement will continue in full legal force and effect.

**Photo Release.** I hereby grant the Aquarium permission to use in whole or in part photographs, videos, images of me, or my likeness for any purposes related to the Aquarium, including promoting and publicizing the Aquarium, and any other official Aquarium related business. I understand that this may include using photographs, videos, images of me or my likeness on the Aquarium website, newsletters, promotional brochures, media press releases and coverage, and other publications. I waive the right to inspect or approve the Aquarium's use of photographs, videos, images of me or my likeness, or copies associated with the use. I hereby release the Aquarium from any claims that may arise regarding the use of photographs, videos, images of me, or my likeness, and identifying information, if any, including claims of defamation, invasion of privacy, rights of publicity, or copyright. I acknowledge and understand that I will not receive compensation for the Aquarium's use of such photographs, videos, images, or likeness in any form.

**Acknowledgement.** I certify that I (i) have read this Agreement in its entirety and understand all of its terms and conditions, (ii) have had the opportunity to consult with any advisors of my choice regarding this Agreement, and (iii) am entering into this Agreement by my own free will, without coercion from any source.

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**Signature of Participant**

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**Print Name**

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**Date**

**FOR PARTICIPANTS UNDER 18 YEARS OF AGE:** I am the parent or guardian of the minor participant and on behalf of myself, the minor participant, and all other parents or guardians of the minor participant, I (i) agree to and accept the foregoing, (ii) authorize any emergency medical care that may be necessary, and (iii) represent and warrant that I have the authority to agree to and accept all of the foregoing.

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**Signature of Parent/Guardian**

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**Print Name**

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**Date**