

**PLEASE READ CAREFULLY**

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

I, \_\_\_\_\_, participant, or parent/legal guardian of \_\_\_\_\_, a minor child participant, on my own behalf and/or on my child's behalf, hereby enter this **RELEASE OF LIABILITY, VOLUNTARY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT** (the "Release") with BUSCH ENTERTAINMENT CORPORATION, its parent, subsidiaries, related and affiliated entities, officers, directors, partners, shareholders, employees and agents (collectively, the "Released Parties"), in connection with my and/or my child's participation in the Howl-O-Scream auditions in 2008 for Busch Gardens Williamsburg (the "Audition").

I recognize that my and/or my child's attendance at, practice for or participation in the **Audition may be a DANGEROUS or HAZARDOUS ACTIVITY**, which involves known and unknown risks of serious personal injury, including death, and damage to or loss of property. I have voluntarily registered myself and/or my child to participate in the Audition, despite the known and unknown risks of serious personal injury, death, and damage to or loss of real or personal property presented by my and/or my child's attendance at, preparation for or participation in the Audition.

I understand that this Release is a general release barring me and/or my child, and my or my child's representatives, executors, heirs, next of kin, successors, beneficiaries and assigns from bringing any claim against the Released Parties for personal injury, including death, and/or damage to or loss of real or personal property, if such a claim in any way relates to my or my child's attendance at, preparation for or participation in the Audition.

I know my or my child's capabilities and limitations and I or my child will not attempt to exceed those capabilities in attending, practicing for or participating in the Audition.

THEREFORE, in consideration of me or my child being permitted to attend, prepare for and participate in the Audition, I expressly and freely agree:

1. To **ASSUME ALL RISK** of serious personal injury, including death, and/or damage to or loss of real or personal property arising from or in anyway connected with my or my child's attendance at, preparation for or participation in the Audition.
2. To inspect the area used for preparing for or participating in the Audition prior to my or my child preparing for or participating in any way in the Audition.
3. To **RELEASE, WAIVE and FOREVER DISCHARGE** any and all claims, loss, demands, damages, costs, expenses, lawsuits, causes of action and judgments that I or my child now or hereafter may have or claim to have against the Released Parties resulting from, arising out of or in any way connected with my or my child's attendance at, preparation for, participation in the Audition 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 and/or FAULT of the Released Parties** or any entity or person(s) hired to perform any function with respect to the Audition.
4. To **INDEMNIFY, DEFEND, and HOLD HARMLESS** the Released Parties, from any and all claims, loss, 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 my or my child's attendance at, preparation for, participation in the Audition or any related event, **whether caused in whole or in**

**part by the NEGLIGENCE and/or FAULT of the Released Parties** or any entity or person(s) hired to perform any function with respect to the Audition.

5. That I hold a valid personal health insurance policy sufficient in amount to cover any and all circumstances which may arise from my or my child's attendance at, preparing for or participation in the Audition.
6. That I am or my child is in good health and there are no physical conditions that would or should prevent me or my child from attending, preparing for or participating in the Audition.
7. **That this Release shall be interpreted in accordance with the laws of the State of Florida** and any dispute regarding the enforceability of this Release shall be filed in the courts of the State of Florida, and shall not be transferred to any other state.
8. I hereby agree that all photographs, video tapes, and/or audio tapes taken or recorded of me by Released Parties, in connection with my appearances in any practice, rehearsal or Audition and in connection with any publicity and/or promotional appearances relating thereto, shall be the exclusive property of Released Parties and may be published, reproduced, exhibited, broadcast, televised, copyrighted, sold, assigned and used in any manner whatsoever without further consent from or payment to the undersigned who hereby forever releases and discharges the Released Parties from any claims, actions, damages, or demands whatsoever by reason of any such use.
9. That this Release contains the entire, integrated agreement and understanding between Released Parties and me and/or my child and that no party is relying on any representation, statement, or understanding except as set forth herein.
10. 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 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 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.
11. That this Release may not be amended or otherwise changed except by a writing signed by all parties hereto.

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

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

Printed Name of Participant: \_\_\_\_\_ Age: \_\_\_\_\_

Address of Participant: \_\_\_\_\_

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

**IF UNDER 18 YEARS OF AGE, SIGNATURE OF PARENT/LEGAL GUARDIAN IS REQUIRED  
BELOW:**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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