

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 SEAWORLD PARKS & ENTERTAINMENT, INC, its parents, 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 show auditions 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 involve 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 and/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 and/or my child preparing for or participating in any way in the Audition.
3. To **RELEASE, WAIVE and FOREVER DISCHARGE** any and all claims, losses, liabilities, demands, damages, costs, expenses, lawsuits, causes of action and judgments that I and/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 and/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, losses, liabilities, 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 and/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 am and/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.

6. **That this Release shall be interpreted in accordance with the laws of the Commonwealth of Virginia** and any dispute regarding the enforceability of this Release shall be filed in the courts of the **Commonwealth of Virginia**, and shall not be transferred to any other state.
7. That all photographs, video tapes, audio tapes and/or digital recordings of any kind, taken or recorded of me and/or my child by the Released Parties in connection with my and/or my child's appearances in the Audition, rehearsals or practices, or 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/or used in any manner whatsoever without consent from, or payment, to me and/or my child. I hereby FOREVER RELEASE AND DISCHARGE the Released Parties from any claims, actions, damages, or demands whatsoever by reason of any such use.
8. 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.
9. 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.
10. That this Release is not intended to release the Released Parties from any conditions or activity that, as a matter of law cannot be avoided, waived or released and no provision of this release should be interpreted as such.

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: _____