



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, in consideration for my participation in the Program and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with full appreciation of the risk involved in my participation in the Program, for myself and my heirs, personal representatives, executors, administrators, successors and assigns, hereby voluntarily release and forever discharge the Aquarium, its past, present and future affiliates, divisions, predecessors, successors, trustees and assigns, and the past, present and future directors, officers, stockholders, employees, volunteers, partners, agents, attorneys and representatives of the Aquarium the other before-mentioned entities (or any of them), and the heirs, executors, personal representatives, administrators, successors and assigns of the before mentioned individuals (or any of them) (separately and collectively hereinafter referred to as "Releasees"), from any and all claims, liabilities, obligations, losses, fines, costs, judgments, penalties, debts, dues, sums of money, accounts, demands, controversies, promises, agreements, attorneys' fees, costs and expenses of suit or cause of action, of whatever kind or nature ("Losses"), arising out of, resulting from, related to and/or in connection with my participation in the Program, including without limitation, any injury to my person or property during my participation in the Program, even injury resulting in my death, whether caused by the negligence of Releasees or otherwise.

Hold Harmless. I agree to indemnify and hold harmless each and every Releasee from and against any and all 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 revealed in writing to the Aquarium any conditions of which it needs to be aware in order to ensure that I am able to safely participate in the Program. I certify that all information provided for on Schedule 1 attached hereto is true, correct and complete. 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.

Medical Treatment. In case of medical need or emergency, I hereby authorizes the employees, staff and/or agents of the Aquarium (the "Aquarium Staff") to administer first aid or obtain qualified medical care for me in the event medical treatment is necessary. I acknowledge that I will be responsible for all costs associated with such treatment including the cost of emergency medical evacuation. I agree to hold harmless and indemnify the Aquarium for any costs associated with my medical treatment or any related transportation.

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.

Cancellation/Termination and Rules. I acknowledge and 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 (the "Program Rules and Regulations"). 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 and shall forfeit any fees paid by me in connection with the Program.

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 ARISING 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.

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.

SIGNATURE OF PARTICIPANT

PRINT NAME

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 legal guardian for _____, a minor participant in the Program, and I hereby attest to the Aquarium that I have explained to my minor son(s)/daughter(s), to the best of their understanding, the terms of the Release and Waiver signed above. In my capacity as parent/legal guardian, I hereby voluntarily release and forever discharge the Aquarium and/or the other Releasees (as defined above) from any and all Losses, arising out of, that may accrue to me resulting from, related to and/or in connection with my minor child(ren)'s participation in the Program, including without limitation any injury to my minor child(ren)'s person or property during his/her/their participation in the Program, even injury resulting in death, whether caused by the negligence of the Aquarium or the other Releasees or otherwise.

I hereby give my minor child(ren) permission to engage in all Program activities.

I acknowledge that I have explained the requirement of my child(ren) to comply with the Program Rules and Regulations, and have explained the result of non-compliance with such Program Rules and Regulations. I further acknowledge and agree that if my minor child(ren) does not comply with the Program Rules and Regulations, my child(ren) may be removed at any time, at my expense, and I shall forfeit any fees related to the Program.

I hereby authorize the Aquarium Staff, in the case of medical need or emergency, to administer first aid or obtain qualified medical care in the event medical treatment is necessary for my child(ren). I acknowledge that I shall be responsible for all costs associated with such treatment including the cost of emergency medical evacuation. I agree to hold harmless and indemnify the Aquarium for any costs associated with medical treatment or any related transportation related to my child(ren). In addition, I acknowledge that my child(ren) will receive his/her/their prescribed medication given by an authorized chaperone.

SIGNATURE OF PARENT/GUARDIAN

PRINT NAME

DATE