

## **NATIONAL AQUARIUM IN BALTIMORE, INC.**

### **Release and Waiver Agreement—Dolphin Programs**

The undersigned (hereinafter referred to as “Releasor”) acknowledges that he/she has voluntarily elected to participate in an **interactive dolphin program** (the “Program”), sponsored by the National Aquarium in Baltimore, Inc. (the “Aquarium”). The Program includes activities beyond the Aquarium’s control, and Releasor assumes all risks inherent in participating in the Program with full knowledge that such risks could be considerable. Program risks include the following:

- Dolphins may bite and cause injury.
- You may be splashed with salt water, or with a dolphin's breath or spray.
- Dolphins may hit you, or make you slip or fall.
- You may slip or fall on wet surfaces.
- You may fall into the dolphin tank and drown.
- You may come into contact with dolphin food and/or excrement.

Releasor, in consideration for his/her participation in 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 his/her participation in the Program, for himself/herself and his/her heirs, personal representatives, executors, administrators, successors and assigns, hereby voluntarily releases and forever discharges 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 actions, causes of action, suits, debts, dues, sums of money, accounts, claims, demands, controversies, promises, agreements, damages, attorneys’ fees, costs and expenses of suit, obligations, liabilities and judgments, of whatever kind or nature, arising out of, resulting from, related to and/or in connection with Releasor’s participation in the Program, including without limitation, any injury to Releasor’s person or property during Releasor’s participation in the Program, even injury resulting in the death of Releasor, whether caused by the negligence of Releasees or otherwise.

#### **Hold Harmless**

Releasor agrees to indemnify and hold harmless Releasees from and against any and all liability, loss, cost, damages (including without limitation, any damages inflicted by Releasor upon any facilities used in the Program), claims, obligations, fees and expenses (including reasonable attorney’s fees) which any of them may sustain by reason of Releasor’s participation in the Program or any actions, suits, proceedings, claims, demands, assessments and judgments incident thereto.

### **Insurance**

Releasor agrees to obtain health and medical insurance for himself/herself that covers any and all medical costs that may arise from Releasor's participation in the Program.

### **Personal Health**

Releasor, with full knowledge of the risks involved in the Program, certifies that he/she is sufficiently physically fit to participate in the Program. Releasor certifies that he/she has revealed in writing to the Aquarium any conditions of which it needs to be aware in order to ensure that Releasor is able to safely participate in the Program.

### **Cancellation/Termination**

The Aquarium reserves the right to (i) alter the Program schedule, activity and arrangements for your participation for any reason whatsoever, and/or (ii) cancel or terminate the Program for any reason whatsoever.

### **Rules**

Releasor agrees to follow all rules of behavior deemed appropriate by the Aquarium Staff and to not exceed limits established by the Aquarium Staff. The Aquarium reserves the right to require any Releasor to withdraw from the Program at any time if Releasor violates 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.

- Participants and guests who do not listen to the dolphin trainers and obey their instructions may be removed at any time.
- Cameras are permitted on the dolphin platform only under the supervision and approval of the dolphin trainers, and approval may be withheld for any reason.
- Participants may not enter the water or the dolphin tank.

### **Applicable Law**

All provisions of this Release and Waiver Agreement (hereinafter referred to as this "Agreement") shall be construed and governed by Maryland law without regard to any rules relating to conflicts of laws. Any lawsuit, claim or other legal proceeding involving Releasor and/or any Releasees and related to the Program must be brought exclusively in the federal or state courts located in Baltimore, Maryland, and Releasor hereby submits to personal jurisdiction in the State of Maryland and to venue in such courts.

### **Entire Agreement and Severability**

This Agreement contains the entire agreement between parties regarding its subject matter, and the terms of this Agreement are contractual and not a mere recital. Releasor waives any right which Releasor has or may have to a trial by a jury with regard to claims rising out of Releasor's 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.

The Releasor agrees that this Agreement is intended to be as broad and inclusive as permitted by the laws of Maryland 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.

**RELEASOR ACKNOWLEDGES THAT (I) HE/SHE HAS READ THIS AGREEMENT IN ITS ENTIRETY AND UNDERSTANDS ALL OF ITS TERMS AND CONDITIONS, (II) HE/SHE HAS HAD THE OPPORTUNITY TO CONSULT WITH ANY INDIVIDUALS OF HIS/HER CHOICE REGARDING HIS/HER AGREEMENT TO THE PROVISIONS CONTAINED HEREIN, INCLUDING LEGAL COUNSEL OF HIS/HER CHOICE, AND ANY DECISION NOT TO WAS HIS/HERS ALONE, AND (II) HE/SHE IS ENTERING INTO THIS AGREEMENT OF HIS OR HER OWN FREE WILL, WITHOUT COERCION FROM ANY SOURCE.**

---

**Signature of Releasor**

---

**Print Name**

---

**Date**

**Additional Release and Consent For Minors**

As the parent or legal guardian for \_\_\_\_\_, I 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 actions, causes of action, suits, debts, dues, sums of money, accounts, claims, demands, controversies, promises, agreements, damages, attorneys' fees, costs and expenses of suit, obligations, liabilities and judgments, of whatever kind or nature, 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 hereby authorize the Aquarium Staff to obtain qualified medical attention, including hospitalization, for my child(ren) in the event of an emergency.

\_\_\_\_\_  
Parent or Guardian's Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date