



## PLEASE READ CAREFULLY

### LIABILITY RELEASE AND VOLUNTARY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I, \_\_\_\_\_, hereby acknowledge and freely and voluntarily agree to all terms contained in this Liability Release and Voluntary Assumption of Risk and Indemnity Agreement (hereinafter "Release") as material consideration for the agreement by **ATLANTIS MARINE HOLDINGS LLC d/b/a LONG ISLAND AQUARIUM**, its parent corporation, subsidiaries, related and affiliated entities and all their officers, directors, partners, members, employees, volunteers, consultants, agents, successors and assigns ("collectively, the "Released Parties") that I be allowed to participate in the below event(s) and all activities preceding and following such event(s) (hereinafter "Activities"):

**Check all that apply:**

- Bug Encounter, to be held on \_\_\_\_\_, 20\_\_
- Bird Encounter, to be held on \_\_\_\_\_, 20\_\_
- Sea Lion Encounter, to be held on \_\_\_\_\_, 20\_\_
- Seal Encounter, to be held on \_\_\_\_\_, 20\_\_
- Penguin Encounter, to be held on \_\_\_\_\_, 20\_\_

1. I hereby certify that I am 18 years of age or older, and I have the authority to contract on my own behalf.

2. I understand that past or present medical conditions may be contraindicative to my participation in the Activities and make such participation in the Activities unadvisable, and I agree it is my responsibility to determine whether I should participate in the Activities. I certify that I am in good health, have never been advised by a medical professional to avoid activities, do not have any health or physical impairments or conditions, including but not limited to back and neck problems, history of heart conditions and/or seizures, asthma, frequent colds or bronchitis, sinus problems or history of sinus surgery, hernia, any form of lung disease, other chest disease or history of chest surgery, epilepsy or convulsions, diabetes or mental impairments such as anxiety or phobias that could or should prevent me from participating in the Activities. I further affirm that I do not have a history of respiratory problems such as emphysema or tuberculosis and I am not currently taking any medicine that carries with it a warning about any impairment of my physical or mental abilities. I affirm that I feel well, I do not have a fever or any other symptoms of Coronavirus. I also affirm that I have not received a positive Coronavirus diagnosis or that I have not been exposed to anyone who has tested positive for Coronavirus within the past 15 days. I also affirm that I have not traveled from a state that is on the NY State Travel Advisory list and that I have quarantined for 14 days prior to this encounter if I am visiting from out of state. I understand that I **MUST** wear a face mask or covering for the entire duration of this encounter. I understand we could be in confined spaces, and I certify that I do not have any phobias or suffer from any panic attacks or the like under these circumstances. I understand that if I am pregnant, my participation in the Activities could potentially pose additional risk to my unborn child. I also understand that consuming any type of alcoholic beverages prior to participation in the Activities can impair the physical and/or mental abilities of a participant.

3. I understand that I may be shown orientation materials prior to my participation in the Activities, and I will have an opportunity to ask questions about those materials or anything else related to the Activities prior to my participation therein.

4. I understand that there are **inherent RISKS involved in participating in animal activities**, which include but are not limited to, being near, interacting with and/or touching land or marine animals; scrapes; cuts; bruises; physical trauma; sunburn; broken or fractured bones; sprains, strains or muscle tears; and/or more serious injuries or illnesses, including death, which may be caused by my own actions or inactions or the actions or inactions of others participating in the Activities, the conditions in which the Activities take place or the negligence of the Released Parties, whether passive or active. **I agree to ASSUME ALL RISKS**, known and unknown, of personal injuries, possible death and damage to or loss of property stemming from my participation in the Activities and to assume all responsibility for losses, costs and damages I may incur, where such risks or losses arising from or are in any way connected with my attendance at or participation in the Activities.

5. I agree to **RELEASE, WAIVE and FOREVER DISCHARGE Released Parties from any and all claims, losses, demands, damages, expenses, lawsuits, causes of action and judgments**, whether foreseen or unforeseen, known or unknown, present or future, resulting from, arising out of or in any way connected with my attendance at and/or participation in the Activities including but not limited to, any claims for personal injuries, including death, illnesses and/or damage to or loss of personal property, or claims for violation of the rights of privacy or publicity or any other proprietary right I may have, **whether caused in whole or in part by the NEGLIGENCE, STRICT LIABILITY or other FAULT (excluding gross negligence and intentional torts) of the Released Parties or any entity or person performing any function with respect to the Activities.**

6. I further agree to **defend, indemnify and hold harmless the Released Parties** from and against any expenses, attorneys' fees, loss, liability, damages or cost they may incur arising from any claim or lawsuit brought against them for any injuries,

wrongful death, losses or damages of any kind that have been released or discharged by this Release **whether caused in whole or in part by the NEGLIGENCE, STRICT LIABILITY or other FAULT (excluding gross negligence and intentional torts) of the Released Parties or any entity or person performing any function with respect to the Activities.** I understand and agree that this indemnity obligation includes any claims, actions, damages or lawsuits brought by me or by anyone else on my behalf, including those for personal injuries, illness or damage to or loss of real or personal property arising from my attendance or participation in the Activities.

7. I hereby grant the Released Parties the irrevocable right and permission to photograph or otherwise record me in connection with the Activities, and to use the photograph or recording ("Photograph") for all purposes, including advertising and promotional purposes, in any manner in any and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect and approve the use of the Photograph, and acknowledge and agree that the rights granted by this Release are without compensation of any kind. I acknowledge and agree that I have no right, title or interest in the Photographs and agree that such Photographs and the copyright therein are the exclusive property of the Released Parties. I agree to release and discharge the Released Parties from any claims, actions, damages, demands, costs, expenses (including attorneys' fees) or lawsuits of any kind (excluding gross negligence or intentional torts) by reason of the sale, distribution or use of such Photographs.

8. I acknowledge and agree 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.

9. I acknowledge and agree that this Release shall be governed by the substantive provisions of New York law, without reference to its principles of conflicts of law. Any claim or lawsuit brought to interpret or enforce the terms of this Release shall be brought in federal court in the district in which Suffolk County is located or in the absence of federal court jurisdiction, in a state court of competent jurisdiction in Suffolk County, New York.

10. I agree that this Release shall be binding upon me and my family members, legal representatives, executors, heirs, next of kin, successors, beneficiaries and assigns.

**I HAVE READ AND UNDERSTAND THIS RELEASE AND AGREE TO ITS TERMS AND SIGN IT VOLUNTARILY.**

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_