



**PLEASE READ CAREFULLY**

## **ASSUMPTION OF RISK AND RELEASE AGREEMENT**

I, \_\_\_\_\_, as a condition to my participation in the activities checked below (the "Activities") deliver this Liability Release and Voluntary Assumption of Risk and Release Agreement (hereinafter "Release") to **ATLANTIS MARINE WORLD LLC d/b/a LONG ISLAND AQUARIUM**, its subsidiaries, related and affiliated entities and all their officers, directors, partners, members, employees, volunteers, consultants, agents, successors and assigns (collectively, the "Released Parties").

### **Penguin Encounter Waiver**

#### **ASSUMPTION OF RISK**

1. I UNDERSTAND THAT THERE ARE INHERENT RISKS INVOLVED IN PARTICIPATING IN SNORKELING AND ANIMAL ACTIVITIES, WHICH INCLUDE BUT ARE NOT LIMITED TO, SWIMMING; BEING IN DEEP WATER; 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 AM VOLUNTARILY PARTICIPATING IN THE ACTIVITIES WITH KNOWLEDGE OF SAID DANGERS AND 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.

2. I understand that past or present medical conditions may be contraindicated 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 and have never been advised by a medical professional to avoid any such Activities. 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.

#### **RELEASE OF LIABILITY**

3. 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 (i) my attendance at and/or participation in the Activities (ii) negligence on other acts, whether directly connected to the Activities or not, and however caused by the Released Parties or other third parties, or (iii) the condition of the facilities where the Activities occur, whether or not I am participating in such 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.

4. 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. 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.

#### **PHOTOGRAPHIC RELEASE**

5. 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.

#### **GENERAL**

6. 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.

7. 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.

8. I am of 18 years of older, and/or I have acquired the written consent of my parents or guardian. I agree that this Release shall be binding upon myself and my family members, legal representatives, executors, heirs, next of kin, successors, beneficiaries and assigns.

In response to the deadly Avian Flu, we are working under the direction of and in coordination with state and federal agencies and our head veterinarian to ensure the safety of our colony.

These are the enhanced safety protocols we are following:

- Participants must acknowledge that they have not handled or interacted with wild or domestic birds within 12 hours of their program.
- Participants must refrain from wearing clothing or footwear that has been worn around other avian species while attending penguin programs.
- You will be instructed to wash your hands or use hand sanitizer prior to the encounter.
- Participants will use a disinfecting shoe bath before entering the penguin encounter area.
- Participants will wear aquarium-provided shoe coverings for the duration of the encounter.
- This is a no contact encounter, there will be no touching or petting the penguin during the encounter

**I HAVE READ AND UNDERSTAND THE CONTENTS THIS ASSUMPTION OF RISK AND RELEASE AGREEMENT AND AGREE TO ITS TERMS AND SIGN IT VOLUNTARILY.**

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

#### **PARENTAL CONSENT:**

**I HAVE READ AND UNDERSTAND THE CONTENTS OF THIS ASSUMPTION OF RISK AND RELEASE AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS ON BEHALF OF MYSELF AND MY CHILD. I HEREBY GIVE PERMISSION FOR MY CHILD TO PARTICIPATE IN THE ACTIVITIES.**

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