



**MINOR PARTICIPANTS**

**ASSUMPTION OF RISK  
RELEASE AND WAIVER OF LIABILITY AGREEMENT**

In consideration of my child, \_\_\_\_\_ (print full name of minor participant), being allowed to participate in the Shark Feed Program (the “Program”) at the Long Island Aquarium (the “Aquarium”), I am executing and delivering this Assumption of Risk, Release and Waiver of Liability Agreement to Atlantis Marine World, LLC.

**1. I AM AWARE THAT THE PROGRAM CONSISTS OF INTERACTION WITH SHARKS AND ACCESS TO AREAS OF THE AQUARIUM THAT ARE CLOSED TO THE GENERAL PUBLIC. I ACKNOWLEDGE THAT THERE ARE INHERENT RISKS AND DANGERS ASSOCIATED WITH PARTICIPATION IN THE PROGRAM, INCLUDING SERIOUS INJURY OR DEATH. MY CHILD IS VOLUNTARILY PARTICIPATING IN THE PROGRAM WITH KNOWLEDGE OF THE DANGERS INVOLVED, AND AGREES TO ASSUME ANY AND ALL RISKS INHERENT TO PARTICIPATION IN THE PROGRAM, INCLUDING RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, WHETHER THOSE RISKS ARE KNOWN OR UNKNOWN, AND WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR OTHER CONDUCT BY THE AQUARIUM, ITS EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES OR BY ANOTHER PERSON.**

3. I agree for myself, my spouse, my child and on behalf of my heirs, assigns, personal representatives and next of kin that Atlantis Marine World LLC, d/b/a the Long Island Aquarium, its parent, subsidiaries, and affiliated entities and their respective directors, officers, members, shareholders, employees and agents (collectively the “Released Parties”), shall not be liable for, and I hereby waive any right that I or my child may have for, any and all damages, including without limitation, personal injury, death, or property damage, related, directly or indirectly, to (i) my child’s participation in the Program, (ii) negligence or other acts, whether directly connected to these activities or not, and however caused, by any of the Released Parties or other third party, or (iii) the condition of the Aquarium facilities where the Program activities occur, whether or not my child is then participating in the activities.

4. I agree for myself, my spouse, my child and on behalf of my heirs, assigns, personal representatives and next of kin that not to sue any of the Released Parties or file a claim with any of their insurance providers for any claims, demands, damages, rights or causes of action present or future of any kind or nature, whether known or unknown, anticipated or unanticipated, resulting from or arising out of my participation in the Program, whether or not arising from the negligence of any of the Related Parties and to indemnify and hold harmless the Released Parties from all liabilities incident to my child’s involvement or participation in the Program.

5. On behalf of myself, my spouse, my child and on behalf of my heirs, assigns, personal representatives and next of kin, I hereby grant and convey to the Aquarium all right, title, and interest in any and all photographic images and video or audio recordings made by the Aquarium of my child during the Program including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

**BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT I AM WAIVING ANY RIGHTS I OR MY FAMILY MAY HAVE IF MY CHILD IS INJURED AS A RESULT OF PARTICIPATION IN THE PROGRAM.**

**I HAVE READ AND FULLY UNDERSTAND ALL OF THE ABOVE TERMS AND CONDITIONS AND, BY SIGNING BELOW, VOLUNTARILY AGREE TO BE BOUND TO THOSE TERMS.**

\_\_\_\_\_  
Signature of Parent/Legal Guardian

Date \_\_\_\_\_

Print Name:

## UNDERSTANDING OF RISK

I understand the seriousness of the risks involved in participating in the Shark Feed Program, my personal responsibilities for adhering to rules and regulations, and I accept them as a Participant in the Program.

\_\_\_\_\_

Participant Signature

Date \_\_\_\_\_

Print Name: