



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

I, _____ (print full name), as a condition to my participation in the Shark Keeper Program (the “Program”) at the Long Island Aquarium (the “Aquarium”), am executing and delivering this Assumption of Risk, Release and Waiver of Liability Agreement to Atlantis Marine World, LLC.

1. I acknowledge that I am 18 years of age or older and I have voluntarily agreed to participate in the Program at the Aquarium. I have received and reviewed the rules and regulations relating to the Program and I understand that if I fail to follow the Aquarium’s rules and regulations or comply with instructions given to me by Aquarium personnel that I may be removed from the Program.

2. 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. I AM VOLUNTARILY PARTICIPATING IN THE PROGRAM WITH KNOWLEDGE OF THE DANGERS INVOLVED, AND AGREE 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. As a condition to and in consideration for being permitted by the Aquarium to participate in the Program, I agree 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 may have for, any and all damages, including without limitation, personal injury, death, or property damage, related, directly or indirectly, to (i) my 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 I am then participating in the activities.

4. I hereby agree 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. I also agree that my heirs, distributes, guardians, spouse or legal representatives will not make a claim against, sue or attach the property of any of the Released Parties in connection with any of the matters covered by this Waiver and Release.

5. 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 during the Program, 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 I AM 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 Program Participant

Date_____