

**RELEASE OF LIABILITY, VOLUNTARY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

I, \_\_\_\_\_, a person being over the age of eighteen, hereby enter this RELEASE OF LIABILITY, VOLUNTARY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT (hereinafter, the "Release") with SeaWorld Parks & Entertainment LLC d/b/a Busch Gardens Williamsburg, its parent corporation, subsidiaries, related and affiliated entities, officers, directors, partners, members, employees, volunteers, consultants, agents, successors and assigns (collectively, the "Released Parties"), in connection with my audition to perform at Busch Gardens Williamsburg, and all activities preceding and following such audition (collectively, the "Activities").

I understand that there are **INHERENT RISKS involved in participating in the Activities**, which shall mean those dangers or conditions, known or unknown, which are characteristic of, intrinsic to, or an integral part of the Activities and which are not eliminated even if the Activities provider acts with due care in a reasonably prudent manner. Examples of such **INHERENT RISKS** include but are not limited to, physical trauma, strains, bruises, muscle tears, broken bones, or any other conditions resulting from physical activity, cardiac injuries and heart attacks, permanent disability, paralysis and death, as well as damage to or loss of real or personal property, 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; and that there may be other risks either not known to me or not readily foreseeable at this time. I fully accept and assume all such risks and all responsibility for losses, costs and damages I incur as a result of my attendance at and participation in the Activities. I represent that I am in good health and there are no physical conditions that would or should prevent me from attending or participating in the Activities.

THEREFORE, in consideration of my being permitted to attend and participate in the Activities, I expressly and freely agree:

- 1. To **ASSUME ALL RISK** of serious personal injury, including death, and/or damage to or loss of real or personal property and to assume all responsibility for losses, costs and damages I may incur, where such risks or losses arise from or are in any way connected with my attendance at or participation in the Activities.

\_\_\_ INITIALS

- 2. To **RELEASE, WAIVE and FOREVER DISCHARGE** any and all claims, loss, liabilities, demands, damages, costs, expenses, lawsuits, causes of action and judgments that I now or hereafter may have or claim to have against the Released Parties resulting from, arising out of or in any way connected with my attendance at, preparation for or participation in the Activities or any related event, including but not limited to, any claims or damages for personal injuries, including death, and/or damage to or loss of real or personal property, **whether caused in whole or in part by the NEGLIGENCE AND/OR FAULT of the Released Parties, whether passive or active** (excluding gross negligence or intentional torts) or any entity or person(s) performing any function with respect to the Activities.

\_\_\_ INITIALS

- 3. To **INDEMNIFY, DEFEND, and HOLD HARMLESS** the Released Parties, from any and all claims, liabilities, loss, demands, damages, costs, expenses (**including attorneys' fees**), lawsuits, causes of action and judgments for personal injuries, including death, and damage to or loss of real or personal property, whether foreseen or unforeseen, present or future, known or unknown, resulting from, arising out of or in any way connected with my attendance at, preparation for or participation in the Activities, **whether caused in whole or in part by the NEGLIGENCE AND/OR FAULT of the Released Parties, whether passive or active** (excluding gross negligence or intentional torts) or any entity or person(s) performing any function with respect to the Event.

\_\_\_ INITIALS

- 4. That I hereby grant the Released Parties the irrevocable right and permission to photograph or otherwise record me in connection with the Activities and/or any promotional appearances relating thereto, 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 or recordings.

5. That this Release is intended to be as broad and inclusive as permitted by Virginia 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 Virginia 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.
6. That this Release shall be governed by the substantive provisions of 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 Williamsburg is located or in the absence of federal court jurisdiction, in a state court of competent jurisdiction in Williamsburg, Virginia.
7. 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 THE FOREGOING RELEASE AND ACCEPT AND AGREE TO ITS TERMS AND SIGN IT VOLUNTARILY.**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

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