



Animal Encounter

At the Aquarium of the Pacific

Harbor Seals, Sea Lions, Penguins, Sharks and Rays

I, _____, acknowledge that I have voluntarily applied to the Aquarium of the Pacific (the "Aquarium") to participate in its **Animal Encounter** program. I am aware that the Animal Encounter could be considered to use some hazardous activities. I am voluntarily participating in these activities with knowledge of the potential risks involved, hereby agree to accept any and all risks of injury, and verify this statement by placing my initials here: _____.

As consideration for being permitted by the Aquarium to participate in these activities, I hereby agree that I, my heirs, executors, administrators and assigns will not make any claim against or sue for damage, however caused, by any employee, agent, or contractor of the Aquarium as a result of my participation in its **Animal Encounter** program. I also hereby release the Aquarium, its directors, officers, agents and employees from any claims, demands, damages, actions or causes of actions arising out of or in consequence of any loss, injury or damage to my person or property incurred while attending or participating in the **Animal Encounter** program, notwithstanding that any such loss, injury or damage may have arisen by reason of negligence the Aquarium, its servants, agents, or employees. I also understand that my **Animal Encounter** may need to be rescheduled due to unforeseen circumstances, including animal unpredictability.

I understand and accept that the Aquarium reserves the right, at any time, to refuse without penalty or obligation, to refund any amount paid by me or terminate my continued participation in the program, in the Aquarium's sole discretion, if my participation becomes a hazard to me or other members of the program, or the animals.

I hereby assign and transfer to the Aquarium and its assigns all rights, title and interest whatsoever, which I have in the photographs, motion picture, sound recordings or video footage of me, and all duplicates are the Aquarium's property, and the Aquarium may dispose of all or any of them in any manner whatsoever, without any accountability to me.

I hereby release the Aquarium and its assigns from all actions, debts, accounts, claims, contracts and demands whatsoever, including any claim of my moral rights, which I or my heirs may have at any time as a result of the images, motions pictures, sound recordings or video footage and any matter that may arise out of or in connection with the consent given by me in this release.

I do _____ or do not _____ permit the Aquarium to use my image or promotional purposes _____.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT THIS IS A RELEASE OF LIABILITY AND SIGN OF MY OWN FREE WILL.

Dated: _____ Signature: _____

Witness: _____

Signature of Parent or Guardian if applicant is under the age of 18: _____