

AQUARIUM ENCOUNTERS

FLORIDA KEYS

LIABILITY RELEASE & EXPRESS ASSUMPTION OF RISK

Please read carefully, fill in all blanks, sign at the end, and initial each paragraph at **. If guest is under 18 years of age, parent/guardian must also sign and initial at **.

I, (participant name) _____, in consideration of Keys Encounters, Inc. allowing me, or my child if under 18 years of age, to participate in a program(s) in which I will be interacting with sharks, stingrays, and other marine wild life, the undersigned declares:

** _____ I agree to promptly, meticulously, and fully follow the instructions of the Keys Encounters, Inc. staff and, should this not be the case, agrees that further participation in the program(s) offered by Keys Encounters, Inc. and further access to the Florida Keys Aquarium Encounters premises can be denied without reimbursement of the program(s) fee and/or entrance fee.

** _____ I understand and acknowledge that an encounter in the close proximity of marine wild life, including sharks, stingrays, and other marine life, has inherent dangers that no amount of care, caution or expertise can eliminate and can cause injury or damage, up to and including death. I acknowledge and voluntarily assume the risk of said injuries and that I will not hold the Released Parties responsible for the same.

** _____ I declare that I am in good physical, medical, and mental fitness to participate in the program(s), and that I am not under the influence of alcohol or drugs. I fully understand that Keys Encounters, Inc. has limited medical resources and that in the event of illness or injury, appropriate medical care must be summoned and that treatment can be delayed until he/she can be transported to a proper medical facility.

** _____ I acknowledge that Keys Encounters, Inc., is the exclusive owner of the photo and video rights of all recordings (however made or named) that are made during the program(s) or on the premises by Keys Encounters, Inc. personnel. The Guest hereby authorizes Keys Encounters, Inc., without any restriction or obligations towards the Guest, to print these photos and/or videos and to use them for sales, promotional and other activities.

** _____ This Liability Release and Express Assumption of Risk shall be governed, construed, interpreted and enforced in accordance with the laws of the State of Florida. It is further agreed that jurisdiction and venue for resolution of any and all claims or disputes, shall lie in the 16th judicial Circuit, in and for Monroe County, Florida, Marathon Division.

**** _____ I INDIVIDUALLY, OR AS PARENT OR GUARDIAN OF THE PARTICIPANT, BY THIS INSTRUMENT DO HEREBY EXEMPT AND RELEASE KEYS ENCOUNTERS, INC, AND ALL RELATED ENTITIES, EMPLOYEES, OFFICERS, AGENTS OR ASSIGNS (HEREINAFTER REFERRED TO AS "RELEASED PARTIES"), FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH, HOWEVER CAUSED, INCLUDING BUT NOT LIMITED TO PRODUCT LIABILITY OR THE NEGLIGENCE OF THE RELEASED PARTIES, WHETHER PASSIVE OR ACTIVE.**

I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.



NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF KEYS ENCOUNTERS, INC., ITS OFFICERS, AGENTS AND/OR EMPLOYEES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM KEYS ENCOUNTERS INC., ITS OFFICERS, AGENTS AND/OR EMPLOYEES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND KEYS ENCOUNTERS, INC., ITS OFFICERS, AGENTS AND/OR EMPLOYEES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

PLEASE BE SURE TO PUT THE DATE THAT YOU WILL BE PARTICIPATING IN THE ENCOUNTER.

Signature of Guest: _____

Date of your encounter: _____

If guest is under of the age of 18,
Signature of Parent/Guardian: _____

Date of your encounter: _____

Printed Parent/Guardian Name: _____

Guides Initials: _____