

EXHIBIT D

PLEASE READ CAREFULLY

**PARTICIPANT AGREEMENT**  
(For Adult Participants)

**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 SEA WORLD OF FLORIDA LLC, 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 attendance at, preparation for and participation in the Run for Wildlife 5k run to be held at Busch Gardens Tampa and all activities preceding and following such event (collectively, the "Event") on November 22, 2014.

I recognize that my attendance at and participation in the Event involves known and unknown RISKS of serious personal injury, including death, and damage to or loss of real or personal property. I am voluntarily registering myself to participate in the Event, despite the known and unknown risks presented by my attendance at and participation in the Event.

I fully understand that the Event involves risks associated with activities related to physical fitness. Such RISKS include, but are not limited to: falling, tripping, scrapes, cuts, bruises, physical trauma, strains, sprains, muscle tears, broken bones and other serious bodily injury, including cardiac injuries and heart attacks, permanent disability, paralysis and death, which may be caused by my own actions or inactions or the actions or inactions of others participating in the Event, the conditions in which the Event takes 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 Event.

I fully understand that I should consult with a physician before participating in the Event or any other exercise program. I know my capabilities and limitations and I will not attempt to exceed those capabilities in attending and participating in the Event.

THEREFORE, in consideration of my being permitted to attend and participate in the Event, 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 Event.

2. \_\_\_\_\_ INITIALS

- 3. 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 Event 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 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. 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 Event, **whether caused in whole or in part by the NEGLIGENCE 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 am in good health and there are no physical conditions that would or should prevent me from attending, preparing for or participating in the Event.
5. That I hold a valid personal health insurance policy in an amount that is sufficient to cover any and all circumstances that may arise from my attendance at or participation in the Event.
6. I hereby understand and agree that all photographs, video tapes, audio tapes and/or digital recordings of any kind, taken or recorded of me by or on behalf of the Released Parties in connection with my attendance at, preparation for or participation in the Event, or in connection with any publicity and/or promotional appearances relating thereto, shall be the exclusive property of Released Parties and may be published, reproduced, exhibited, broadcast, televised, copyrighted, sold, assigned and/or used in any manner whatsoever without consent from, or payment, to me. I hereby FOREVER RELEASE AND DISCHARGE the Released Parties from any claims, actions, damages, or demands whatsoever by reason of any such use.
7. That this Release is intended to be as broad and inclusive as permitted by 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 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. This Release shall be interpreted in accordance with the laws of the State of Florida. I agree that any dispute regarding the enforceability of this Release shall be filed in the courts of the State of Florida, and shall not be transferred to any other state.
8. That the terms and conditions contained in this Release shall be binding upon me and my family members, legal representatives, executors, heirs, next of kin, successors, beneficiaries and assigns.
9. That I am eighteen years of age or older and have the authority to contract in my own name.

**I HAVE READ AND UNDERSTAND THE FOREGOING RELEASE AND ACCEPT AND AGREE TO ITS TERMS AND SIGN IT VOLUNTARILY.**

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

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

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

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

**EXHIBIT F**

**PARTICIPANT AGREEMENT**

(For Parent/Legal Guardians of Participants Under 18 Years of Age)

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

For any participant under the age of 18 (the "Minor Participant" or the "Minor"), the parent and/or legal guardian of the Minor Participant (the "Guardian"), as material consideration for the Minor being allowed to participate in the Run for Wildlife 5k run on November 22, 2014 ("the Event"), expressly and freely agrees as follows:

1. That Guardian is allowing the Minor to participate in the Event. Guardian acknowledges that Guardian has authority to immediately terminate the Minor's participation in the Event if the Guardian observes anything deemed unsafe and that the Guardian agrees to immediately alert Busch Gardens' personnel of any such observations.
2. That Guardian acknowledges having knowledge and experience with the health and capabilities of the Minor superior to Busch Gardens' personnel. Guardian represents that the Minor is in good health and does not have any health or mental/physical impairments or conditions that would be aggravated by participating in the Event or that make such participation unsafe or otherwise inappropriate for the Minor, or other participants.
3. That Guardian **WAIVES, RELEASES and FOREVER DISCHARGES** any and all claims, liabilities, loss, demands, damages, costs, expenses, lawsuits, causes of action and judgments that he or she, the Minor, or any other parent/guardian of the Minor now or hereafter may have or claim to have against SeaWorld Parks & Entertainment LLC d/b/a Busch Gardens Tampa ("Busch Gardens") and its subsidiaries, affiliates, insurers, directors, members, officers, shareholders, employees, volunteers, agents, successors and assigns (collectively, the "Released Parties") resulting only from any Inherent Risk involved with the Event. The term "**INHERENT RISK**" shall mean those dangers or conditions, known or unknown, which are characteristic of, intrinsic to, or an integral part of the Event and which are not eliminated even if the Event 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, sprains, muscle tears, broken bones, sunburn, negligent or intentional acts of the Minor or other minor participants and/or more serious injuries or illness, including cardiac injuries and heart attacks, permanent disability, paralysis and death. **INHERENT RISKS** additionally include a failure by the Event provider to warn Guardian or Minor of a specific **INHERENT RISK**. That Guardian acknowledges, understands, and appreciates that there are **INHERENT RISKS** involved in the Event.  
\_\_\_\_\_ INITIALS
4. To **INDEMNIFY, DEFEND and HOLD HARMLESS** the Released Parties from and against any claims, actions, damages, demands, costs, expenses (including attorneys' fees) or lawsuits, whether foreseen or unforeseen, present or future, known or unknown, that the Minor, the Guardian, or any other parent/legal guardian of the Minor may have or assert as arising from the **INHERENT RISKS** of the Event, including those for personal injuries, illness, death or damage to or loss of property.  
\_\_\_\_\_ INITIALS
5. That this Waiver and Release is intended to be only as broad and inclusive as permitted by Florida Statute Section 744.301. Any court interpreting this Waiver and Release shall construe the same as being only as broad and inclusive as permitted by such statute.

## 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 SEAWORLD PARKS & ENTERTAINMENT LLC AND ITS PARENT, SUBSIDIARIES, INSURERS, DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES, VOLUNTEERS, AGENTS, SUCCESSORS AND ASSIGNS USES 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 SEAWORLD PARKS & ENTERTAINMENT LLC AND ITS PARENT, SUBSIDIARIES, INSURERS, DIRECTORS, OFFICERS, MEMBERS, EMPLOYEES, VOLUNTEERS, AGENTS, SUCCESSORS AND ASSIGNS 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 SEAWORLD PARKS & ENTERTAINMENT LLC (AND ITS EMPLOYEES, VOLUNTEERS, AGENTS) HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.**

I HAVE READ AND UNDERSTAND THE FOREGOING WAIVER AND RELEASE AND ACCEPT AND AGREE TO ITS TERMS.

Signature of Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Guardian: \_\_\_\_\_

Printed Name of Minor Participant: \_\_\_\_\_

**EXHIBIT G**

**PARTICIPANT AGREEMENT  
Publicity Rights**

(For Parent/Legal Guardian of Participants Under 18 Years of Age)

For any participant under the age of 18 (the "Minor Participant" or the "Minor"), the parent and/or legal guardian of the Minor Participant (the "Guardian"), as material consideration for the Minor being allowed to participate in the Run for Wildlife 5k run on \_\_\_\_\_, (the "Event"), expressly and freely agrees that SeaWorld Parks & Entertainment LLC d/b/a Busch Gardens Tampa and its subsidiaries, affiliates, insurers, directors, members, officers, shareholders, employees, volunteers, agents, successors and assigns (collectively, the "Released Parties") are hereby granted the irrevocable right and permission to photograph or otherwise record the Minor Participant in connection with the Event, 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. Guardian and Minor Participant 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. Guardian and Minor Participant acknowledge and agree that neither of them have any right, title or interest in the Photographs and agree that such Photographs and the copyright therein are the exclusive property of the Released Parties. Guardian and Minor Participant 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.

I HAVE READ AND UNDERSTAND THE FOREGOING WAIVER AND RELEASE AND ACCEPT AND AGREE TO ITS TERMS.

Signature of Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Guardian: \_\_\_\_\_

Printed Name of Minor Participant: \_\_\_\_\_

Address of Guardian: \_\_\_\_\_  
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