SEA LIFE PARK HAWAI'I
41-402 KALANIANA'OLE HIGHWAY # 7
WAIMĀNALO, HI 96734

MINOR RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT
(READ CAREFULLY BEFORE SIGNING)
EVENT: Star of the Sea Fall Camp (10/2/2017-10/6/2017)

IN CONSIDERATION of allowing the below MINOR to participate in the above activity ("Event") and/or being permitted to enter for any purpose Sea Life Park, THE UNDERSIGNED, for himself/herself, his/her personal representatives, heirs and next of kin agrees:

SEA LIFE PARK HAWAI'I
41-402 KALANIANA'OLE HIGHWAY # 7
WAIMĀNALO, HI 96734
PHONE: (808) 259-2513 FAX: (808) 259-7373 (Att: education)

1. THE MINOR AND PARENT OR GUARDIAN HEREBY ASSUME FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE due to negligence of Releasees (as identified below) or otherwise, while in or upon Sea Life Park for any purpose including participating in the Event. The undersigned recognizes and understands that there are risks and dangers associated with participation in the Event that could cause severe bodily injury, disability and death. Further, the risks and dangers may be caused by the negligent failure to act of the Releasees and others. All of the risks and dangers associated with participating in the Event are assumed notwithstanding.
2. THE MINOR AND PARENT OR GUARDIAN release, waive, discharge and covenant not to sue Festival Fun Parks, LLC, d/b/a Sea Life Park and its officers, agents, and employees (all for the purpose herein referred to as "Releasees"), from all liability to ourselves, the undersigneds, our personal representatives, assigns, executors, heirs, and next of kin for any and all claims, demands, losses or damages of the MINOR and/or parent or guardian on account of any injury, including, but not limited to the death or injury of the parent/guardian or MINOR or damage to property, all of which is caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise.
3. THE PARENT AND/OR GUARDIAN hereby agrees to indemnify and save and hold harmless the Releasees and each of them from any loss, liability, damage or cost that may occur due in any manner or degree to the presence of the parent/guardian or the MINOR at Sea Life Park, or in any way while participating in the Event and whether caused by negligence of the Releasees or otherwise. The parent and/or guardian further recognize and agree they are executing this Waiver and Release of Liability and Indemnity Agreement on behalf of themselves and on behalf of the MINOR.
4. THE PARENT AND/OR GUARDIAN HEREBY agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Releasees, and is intended to be as broad and inclusive as is permitted by the law of the State of Hawaii and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE PARENT OR GUARDIAN HAS READ AND VOLUNTARILY SIGNS THE WAIVER AND RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND DOES SO VOLUNTARILY AND WITH THE UNDERSTANDING THAT SUBSTANTIAL RIGHTS ARE BEING GIVEN UP. I HAVE READ THIS RELEASE

_____ (Circle One) Father/Mother/Guardian
Parent or Guardian (Signature)
Date: _____
□ I represent that I have sole legal custody or am the sole parent/guardian
Printed Name of MINOR Participant: _____
MINOR'S D.O.B. _____

PHOTO RELEASE
(READ CAREFULLY BEFORE SIGNING)

THE PARENT AND/OR GUARDIAN, on behalf of MINOR, hereby grant Festival Fun Parks LLC, d/b/a Sea Life Park and their respective affiliates, and assigns, exclusive permission to take, use, publish, reproduce or broadcast videotapes, recordings or photographs involving the above Event at Sea Life Park or elsewhere, in perpetuity and in any medium or technology (now known or hereafter devised), either with or without using my name or MINOR'S name in such manner as in its sole discretion they may deem proper, and further waive any ownership interest in any photos, films, videotapes, etc., or copies thereof. I hereby release, discharge and agree to save harmless Festival Fun Parks, LLC, their assignees, and any relevant client from any liability resulting from usage of the above mentioned photographic or other images or use of my name or that MINOR. I understand that I will have no control over the manner of use or distribution of the materials, and hereby waive any right to inspect or approve photographic images or use of my name or MINOR'S name.

_____ (Circle One) Father/Mother/Guardian
Parent or Guardian (Signature)
Date: _____
□ I represent that I have sole legal custody or am the sole parent/guardian
Printed Name of MINOR Participant: _____
MINOR"s D.O.B. _____