



## WAIVER, RELEASE AND IDEMNIFICATION AGREEMENT

### Special Event

The Texas State Aquarium Association, Inc., a Texas non-profit corporation (“TSA”), conducts special events, which could include tours of the facility, and interactions and feedings of aquarium animals. If you would like yourself or your minor to participate in our special events, please complete, sign the reverse side, and return this Waiver, Release and Indemnification Agreement.

The undersigned parties (“the undersigned”) hereby consent to participate in our special events and consent, acknowledge, agree and represent to and with TSA, as follows:

1. TSA’s personnel are authorized to give appropriate medical consents and authorizations on the undersigned’s behalf with respect to any medical emergency or condition in connection with the participation in the special event.
2. The undersigned hereby releases TSA and its respective officers, employees, volunteers, and agents (collectively “the releasees”) from any liability to the undersigned, the child, his/her personal representatives, assigns, heirs, and next of kin in respect of any and all damage, loss, or cost, and any and all claims or demands therefore, on account of injury, including death, to the undersigned or otherwise, which results from accident or other occurrence in connection with participation in the special event, whether caused by the negligence of any one or more of the releasees or otherwise.
3. The undersigned shall indemnify and hold harmless each of the releasees from any loss, liability, or claim arising in connection with the participation in the special event, including in connection with any injury or death or other loss or cost arising in connection with the undersigned’s participation in the special event, whether caused by the negligence of any one or more of the indemnities or otherwise.
4. The undersigned understand and accept the risks and responsibilities associated with being a participant in the special event, and have been given the opportunity to request further information from TSA personnel regarding those risks.
5. The undersigned agree to accept full financial and legal responsibility for any acts of vandalism or destruction committed by the undersigned.
6. The undersigned have read, understood, and voluntarily signed this waiver, release, and indemnity agreement.
7. The undersigned agree to indemnify and hold each of the releasees harmless from and against any liability, loss, or claim whatsoever, arising by any reason of breach by the undersigned of the foregoing representations and warranties regarding their capacity.
8. If you have allergies: There is a possibility that the undersigned will come into contact with shellfish products. The undersigned assumes full liability for any adverse reactions due to exposure to these allergens.

\_\_\_\_\_  
Participants full name (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Guardian (please print)

\_\_\_\_\_  
Signature of participant’s parent or guardian  
(If participant is under the age of 18 years, must be  
signed by a parent or guardian)