



## **WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT**

### **Exclusive Encounters**

The Texas State Aquarium Association, Inc., a Texas non-profit corporation (“TSA”), conducts Exclusive Encounters, which include an education program tour of parts of the facility, and interactions and feedings of aquarium animals. If you would like yourself or your minor to participate in an Exclusive Encounter, please complete, sign the reverse side, and return this Waiver, Release and Indemnification Agreement.

The undersigned parties (“the undersigned”) hereby consent to participate in an Exclusive Encounter 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 Exclusive Encounter.
2. The undersigned hereby releases TSA and its respective officers, employees, volunteers, and agents (collectively “the releaseses”) from any liability to the undersigned, the child, his/her personal representatives, assigns, heirs, and next of kin in respect of any and all damages, losses, or costs, 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 an Exclusive Encounter, whether caused by the negligence of any one or more of the releaseses or otherwise.
3. The undersigned shall indemnify and hold harmless each of the releaseses from any loss, liability, or claim arising in connection with the participation in an Exclusive Encounter, including in connection with any injury or death or other loss or cost arising in connection with the undersigned’s participation in an Exclusive Encounter, 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 an Exclusive Encounter, 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 and/or their minor child.
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 releaseses 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 fish and shellfish products. The undersigned assumes full liability for any adverse reactions due to exposure to these allergens. The undersigned is responsible for informing the releases of any known or potential shellfish allergies having been medically diagnosed by the undersigned and/or their minor child. TSA and the releases assume the right to decline tours, in whole or in part, for the safety and security of its guests.

\_\_\_\_\_  
Participants Full Name (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

## Guidelines for Exclusive Encounter Participation



Please check in promptly 15 minutes prior to the program time at the front desk in the lobby of the aquarium.

I attest that I meet the following requirements and agree to the guidelines of the programs listed below:

- I will follow all instructions given to me by the guide, this includes touching or approaching the animals.
- I understand that there is no guarantee of direct animal interaction during the Exclusive Encounter.
- I understand I will be in areas where fish and shellfish are prepared and may come in contact with fish and shellfish.
- I understand that the Texas State Aquarium does not advise those with a fish or shellfish allergy to participate in any feedings and I may be asked not to participate.
- I understand that being in good general health and being overall physically fit is recommended for my safety.
- I understand that photography is not allowed in all areas of the Exclusive Encounter and may be conducted by a Texas State Aquarium employee where applicable.
- I understand that I will be required to leave my personal belongings in the designated secured area and remove any and all jewelry, accessories, and any other loose items prior to starting the Exclusive Encounter for the safety of the animals. This includes but it not limited to the following:
  - Rings, bracelets, necklaces, watches, earrings, and any other jewelry.
  - Bobby pins, hair clips, barrettes, headbands, and any other hair accessory except ponytail holders.
  - Any loose articles in pockets.
  - Purses, backpacks, fanny packs, luggage, and any other garment to carry personal property.
  - Hats, visors, and sunglasses (unless prescribed).
- I understand that I will be asked to put my hair, if long enough, in a ponytail during any and all animal interactions for the safety of myself and the animals.
- I understand that the only form of eyewear allowed is eyewear necessary for vision and that if eyewear is necessary, I will be asked to tether my glasses during any and all animal interactions for the safety of myself and the animals.
- I understand that strollers may not be able to be accommodated in all areas of the Exclusive Encounter.
- I understand that I may get wet during the Exclusive Encounter
- I am able to bend, stoop, and kneel for extended periods of time without the assistance of others.
- I am able to climb stairs and move on uneven surfaces.
- I am able to swim without the use of a flotation device.
- I am able to read, speak, and understand English without an interpreter, unless otherwise arranged in advance.
- I consent to the use of my likeness in photographic, digital, or electronic media by the Texas State Aquarium.
- I understand that I must be at least 6 years old to participate in Feed the Fish and Feed the Flock and must be at least 8 years old to participate in Discover Dolphins.
- I understand that children under the required age will not be able to accompany the Encounter.
- I understand that if I am between the ages of 6-12 (8-12 for Discover Dolphins) I will need a paid parent or guardian present at the time of the Exclusive Encounter.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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