

WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT



The Texas State Aquarium Association, Inc., a Texas non-profit corporation (“TSA”), conducts Homeschool, Camp, and other Instructor-led programming, which can include an education program tour of parts of the facility, interactions and feedings of aquarium animals, outdoor research projects, water safety instruction (including snorkeling), arts and crafts, and other activities for children. If you would like your minor child to participate in our program, please review and sign this Waiver, Release, and Indemnification Agreement.

The undersigned party (“the undersigned”) hereby consents to participation of their minor child, named below, in a TSA Instructor-led education program 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 participation in the program.
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 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 the program, whether caused by the negligence, except the sole or gross 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 program, including in connection with any injury or death or other loss or cost arising in connection with the undersigned’s participation in the program, whether caused by the negligence, except the sole or gross 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 program and have been given the opportunity to request further information from the releasees 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 are, in fact, the sole parent(s) or legal guardian(s) of the child and are herein acting in such capacities. 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. Allergy Notice: There is a possibility that the undersigned will encounter 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 allergies having been medically diagnosed by the undersigned and/or their minor child. TSA and the releases assume the right to decline participation, in whole or in part, for the safety and security of its guests.
9. The undersigned understand that certain activities may take place away from TSA’s main campus. The undersigned consent to the child’s participation in such activities and any transportation to and from, and have been given the opportunity to request further information from TSA personnel regarding these activities.
10. I acknowledge that the TSA will take reasonable precautions to ensure distancing and sanitation during the event; however, I acknowledge that some COVID-19 risk factors may occur as a result of attending this program.
11. I acknowledge that portions of the program maybe filmed or photographed by the releasees, and I hereby consent to the use of my child’s likeness in photographic, digital, or electronic media by TSA. I agree that any and all material may be published in any manner that TSA deems appropriate. I do hereby release TSA from all claims or causes of action that may arise in whole or in part from the broadcast, promotion, or any other use by the Texas State Aquarium.

Participant Full Name

Age

Date

Participant’s Parent / Guardian Full Name

Signature of Participant’s Parent / Guardian