

MONTEREY BAY AQUARIUM

AGREEMENT TO WAIVE AND RELEASE ALL CLAIMS

I am the parent; guardian or representative of the minor named below and have the legal capacity and authority to act on his or her behalf. I make this Agreement to Waive and Release All Claims in consideration for the minor being permitted by the Monterey Bay Aquarium to participate in the program and on the dates identified below.

On behalf of myself and my heirs, executors and assigns, I waive and release any and all claims for damages for death, personal injury, or loss of or damage to property against the Monterey Bay Aquarium Foundation and its officers, directors, employees, volunteers and representatives (collectively, the "Aquarium"), which I now have or may have in the future arising out of or relating to the minor's participation in the Program and his or her use of equipment or facilities provided as part of the Program. Furthermore, I agree not to sue the Aquarium on account of any such claim, and I agree to indemnify and hold harmless the Aquarium against any claim by or on behalf of the minor for loss or damage to property or bodily injury or death which he or she now has or may have in the future arising out of or relating to his or her participation in the Program or his or her use of equipment or facilities provided as part of the Program.

I acknowledge and agree that:

- I am aware of the risks of participation in the Program, such as activities in the water, scuba diving, and other hazardous activities;
- I understand that serious accidents can occur while participating in these activities which can result in bodily injury or death;
- I understand that any activity in the water, such as scuba diving, may be hazardous and involve risks which may lead to serious injury or death, such as mechanical failure, diver error, hazardous sea life and other foreseen and unforeseen causes;
- The minor will abide by all safety rules and instructions given by Aquarium personnel and Program leaders; and
- The minor's participation in the Program is completely voluntary and at his or her own risk.

I HEREBY AFFIRM THAT I AM EIGHTEEN (18) YEARS OF AGE OR OLDER AND THAT I HAVE CAREFULLY READ AND FULLY UNDERSTAND THIS AGREEMENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF, ON BEHALF OF THE MINOR LISTED BELOW, AND THE MONTEREY BAY AQUARIUM FOUNDATION, AND I SIGN IT OF MY OWN FREE WILL.

Name of Minor: _____

Name of Parent of Guardian: _____

Relationship to minor: _____

Program: **Underwater Explorers, "Day of Discovery"**

Date of Program: _____

Signature of Parent, Guardian or
Authorized Representative: _____

Date of Signature: _____