

## WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT



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, 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 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 an Exclusive Encounter, 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 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 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 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 releasees of any known or potential shellfish allergies having been medically diagnosed by the undersigned and/or their minor child. TSA and the releasees assume the right to decline tours, in whole or in part, for the safety and security of its guests.

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Participant Full Name (Please Print)

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Date

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Participant Signature

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Signature of Participant's Parent or Guardian  
(Required if the participant is under the age of 18 years)

## GUIDELINES FOR EXCLUSIVE ENCOUNTER PARTICIPATION



Please review the following and provide a signature at the bottom of the page indicating that you meet the minimum requirements for participation and agree to adhere to all guidelines.

- I will follow all instructions given to me by the guide or any other Texas State Aquarium staff members.
- I understand that being in good general health and being overall physically fit is recommended for my safety.
- I can bend, stoop, and kneel for extended periods of time without the assistance of others.
- I can climb stairs and move on uneven surfaces.
- I can swim without the use of a flotation device.
- I can read, speak, and understand English without an interpreter, or I have arranged for an interpreter to accompany me during the program.
- I understand that for my safety, I should disclose any allergies and medical conditions to my guide before the program begins.
- I understand that due to COVID-19, guests that are not vaccinated are encouraged to wear a face covering.
- I agree to remove all jewelry, accessories, and other loose items from my body and to leave my personal belongings in a secure designated area as instructed by my guide. This includes but is not limited to the following:
  - Phones, cameras, and other electronic devices
  - Rings, bracelets, necklaces, watches, earrings, and other jewelry
  - Bobby pins, hair clips, barrettes, headbands, and other hair accessories
  - Hats, visors, and sunglasses
  - Any loose articles in pockets
  - Purses, backpacks, fanny packs, and luggage
- I understand that if I require prescription eyewear, I may be asked to tether my glasses during the program. I understand that glasses cannot be worn during the in-water portion of the Snorkel with a Shark program.
- I understand that hair, as applicable and as instructed my guide, must be pulled back away from my face, and secured with a hair-tie for the duration of the program.
- I understand that photography may be prohibited during the program and/or may be conducted by a TSA employee where applicable.
- I understand that tour experiences may vary and that there is no guarantee of direct animal interaction during the Exclusive Encounter. I agree that I will abide by all instructions related to approaching or interacting with the animals.
- I understand that for my safety, it is recommended that I wear closed-toe shoes.
- I understand that I may get wet during the Exclusive Encounter.
- If I am participating in the Snorkel with a Shark program, I understand and agree to the following:
  - I will not apply sunscreen, lotion, or make-up before my Exclusive Encounter.
  - I will wear a modest one-piece bathing suit, wetsuit or rash guard and swim shorts during the in-water portion of the program.
  - I will be asked to use a designated shower to rinse before and after the in-water portion of the program.
  - The in-water portion of the program lasts for approximately 15 minutes, and the water is 72 degrees F.
- I understand that strollers cannot be accommodated during the Exclusive Encounter.
- I understand that there is a minimum age requirement for all participants and that children that do not meet these criteria cannot be accommodated.
- I certify that I meet the minimum age requirement for the Exclusive Encounter program that I intend to participate in, as seen below:
  - Feed the Fish – 6 years
  - Snorkel with a Shark – 8 years
- I understand that guests under the age of 13 years are required to be accompanied by a parent or guardian that is also participating in the Exclusive Encounter.
- I consent to the use of my likeness in photographic, digital, or electronic media by the Texas State Aquarium.

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Participant Full Name (Please Print)

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Date

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Participant Signature

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Signature of Participant's Parent or Guardian  
(Required if the participant is under the age of 18 years)