

**DOWNTOWN AQUARIUM / A-1 SCUBA & TRAVEL AQUATICS CENTER, INC.
LIABILITY RELEASE, ASSUMPTION OF RISK, INDEMNITY AND
WAIVER OF CLAIM AGREEMENT**

PLEASE READ CAREFULLY AND FILL IN ALL BLANKS BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS.

I acknowledge that I am a certified scuba diver trained in safe dive practices, am a student diver (minimum age of 10 years) or participating in the surface supplied air shark cage experience (minimum age of 8 years) and am under the direct supervision and control of a certified dive professional. I acknowledge that scuba diving and/or breathing off of compressed air have inherent risks which may result in serious injury or death. By signing this release I acknowledge that in consideration of being allowed to participate in the Try Scuba, Dive with the Fish, Dive with The Sharks, Reservoir, Dining Room and/or Shark Cage Experience (the "Experience"), I hereby personally assume all of the risks, whether foreseen or unforeseen, that may befall me while participating in this Experience or are in any way related to participation in the Experience which may include the risk of serious injury or death. I understand that diving with compressed air involves certain inherent risks; including but not limited to decompression sickness, embolism or other hyperbaric/air expansion injury that require treatment in a recompression chamber. I further understand that the Experience will be conducted at a site that is remote, either by time or distance or both, from such a recompression chamber. I still choose to proceed with these activities despite the absence of a recompression chamber in proximity to the site. _____ (initial)

I understand and agree that neither Downtown Aquarium, Landry's Restaurants, Inc., nor A-1 Scuba & Travel Aquatics Center, Inc.; nor any of their affiliate or subsidiary corporations, nor any of their employees, officers, agents, contractors or assigns (hereinafter Released Parties) may be held liable or responsible in any way for any injury, death or other damages to me or my family, estate, heirs or assigns that may occur as a result of my participation in this Experience or as a result of the negligence of any party, including the Released Parties, whether passive or active. I, for myself, my heirs, executors, administrators, and representatives do hereby release, exempt, hold harmless, indemnify and covenant not to file any liability, loss, claim, demands and possible causes of action in any way resulting from or arising out of or in association with my participation in the Experience whether arising from my negligence, gross negligence, or intentional conduct or the negligence, gross negligence or intentional conduct of any of the Released Parties. I understand and agree that I am not only giving up my right to sue the Released Parties, but also any rights my heirs, assigns, or beneficiaries may have to sue the Released Parties. I further represent that I have the authority to do so and that my heirs, assigns, or beneficiaries will be stopped from claiming otherwise because of my representations to the Released Parties. _____ (initial)

I understand that scuba diving, using compressed air or snorkeling are physically strenuous activities and that I will be exerting myself during these activities and that if I am injured as a result of heart attack, panic, hyperventilation, drowning, or any other cause whatsoever, that I expressly assume the risk of said injuries and that I will not hold the Released Parties responsible for the same. I acknowledge that if I am unsure of the health risks associated with the Experience, I should contact a physician of my choice before participating in this Experience. I further affirm that I will not hold the Released Parties responsible if I am injured as a result of heart, lung, ear or circulatory problems or any other illnesses that occur while diving/snorkeling or that may be related to diving/snorkeling. I am aware of the dangers of breath holding while scuba diving and I will not hold the Released Parties responsible if I am injured doing so. _____ (initial)

I affirm I am in good mental and physical fitness and am not under the influence of alcohol or any drugs that are contraindicated to diving. If I am taking medication, I affirm that I have seen a physician and have the physician's approval to dive while under the influence of the medication/drugs. I understand that past or present medical conditions may be contraindicative to my participation in the Experience. I affirm that I am not currently suffering from a cold or congestion or have an ear infection. I further affirm that I have no history of seizures, dizziness or fainting, or a history of heart condition (e.g. cardiovascular disease, angina, heart attack). I further affirm that I do not have a history of respiratory problems such as emphysema or tuberculosis. _____ (initial)

I understand that I will be diving with marine life during the Experience. I understand and acknowledge that these are wild animals and their behavior cannot be predicted or controlled. I affirm that if I am injured by any such marine life, regardless of the cause, I will not hold the Released Parties responsible for any such injury or death. _____ (initial)

I will inspect all of my equipment prior to the activity and will notify the Released Parties or their employee/agent conducting the Experience, if any of the equipment is not working properly. I will not hold the Released Parties responsible for my failure to inspect equipment prior to the Experience. I hereby represent that I will observe all applicable rules set forth by the Released Parties and that I will generally conduct myself in a safe and prudent manner. I understand that if I do not follow safety rules, my participation in the Experience will be immediately terminated. _____ (initial)

I hereby consent to the reproduction and use of my photograph or reproduction, either in whole or in part, or alone or in conjunction with other photographs, sketches, cartoons, art work, motion picture film, television program, commercial, videotape, and text matter, at the option of the Released Parties, to be used by Landry's Restaurants, Inc., A-1 Scuba & Travel Aquatics Center, Inc., and their subsidiaries, agents or assigns, for any and all advertising, trade, or art purposes and in any and all publications and other advertising media without limitation, reservation or compensation. _____ (initial)

I understand that I am not entitled to any form of reimbursement or refund for cancellation or me not entering the water. _____ (initial)

(OVER)

In consideration for participating in the experience, I agree that all claims for injury to person or property and/or death arising from my participation in the experience shall be governed by Colorado law and exclusive jurisdiction shall be in Denver District Court or in federal court for the District of Colorado.

I further state that I am of lawful age and legally competent to sign this liability release, or that I have acquired the written consent of my parent or guardian. I understand the terms herein are contractual and not a mere recital, and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree that if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein.

I HAVE FULLY INFORMED MYSELF AND MY HEIRS OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS, AND AGREE TO BE LEGALLY BOUND HEREBY. I HAVE FREELY EXECUTED THIS RELEASE.

Participant Signature _____ Print Participant's Name _____ Date (day/month/year) _____

Parent/Guardian Signature _____ Print Parent/Guardian's Name _____ Date (day/month/year) _____

EMERGENCY CONTACT INFORMATION:

Name: _____ Relationship: _____

Home Phone: _____ Cell Phone: _____

Emergency Contact On-Site? (Is your emergency contact here at the Downtown Aquarium?)