

Screamin' Gator Zip Line
Release, Liability Waiver and Consent Agreement
FOR EXECUTION BY ADULTS

PARTICIPANT INFORMATION

First Name: _____ M.I. _____ Last Name: _____

Address: _____

DOB: _____ Gender: _____ Emergency Phone Number: () _____
(MM/DD/YYYY) (M/F)

*THIS AGREEMENT CONTAINS IMPORTANT PROVISIONS AFFECTING OUR LIABILITY TO YOU,
AS WELL AS TERMS AND CONDITIONS OF YOUR PARTICIPATION IN THIS ACTIVITY*

PLEASE READ CAREFULLY BEFORE SIGNING

DESCRIPTION AND CHARACTER OF ACTIVITY: The Screamin' Gator Zip Line (the "Activity") is a high cable traverse using safety harnesses and associated hardware. Riders zip over Crocodile and Alligator habitat, a bird rookery and other areas of the Gatorland theme park. It is designed and intended for use by participants of average mobility and strength who are in reasonably good health. Riders will be required to climb up to five flights of stairs, hold ropes, and walk up moderate inclines. Obesity, high blood pressure, cardiac and coronary artery disease, pulmonary problems, pregnancy, arthritis, tendonitis, prior or existing head, neck or back injuries or other joint and muscular-skeletal problems may impair the safety and well-being of participants in the Activity, as may other conditions not listed here. THERE ARE INHERENT RISKS IN THIS TYPE OF ACTIVITY, AND THESE AND OTHER CONDITIONS MAY INCREASE THOSE INHERENT RISKS. If you have, or think you may have, any such condition, you should consult your physician and carefully consider the risks before participating.

In consideration of your being permitted to participate in the Activity, you hereby attest that, after reading this Release, Liability Waiver and Consent Agreement (this "Agreement") completely and carefully, you acknowledge that you have freely consented to your participation in the Activity, and that you understand and agree as follows:

FULL AND UNCONDITIONAL RELEASE OF LIABILITY: I hereby waive and release, covenant not to sue and forever discharge the parties named below (the "Released Parties") from all liabilities, demands, claims, actions, causes of action, damages, suits in equity, costs or expenses of any nature whatsoever ("Claims") which I may have in connection with my participation in the Activity (which risks may include, among other things, and without limitation, muscle injuries, heat and stress related issues, cuts, lacerations and broken bones, impalement and death), whether or not such risks are open and obvious, the result of negligence of the Released Parties, their employees or agents, or otherwise.

INDEMNITY/INSURANCE: I agree to indemnify and hold each of the Released Parties harmless from and against any and all Claims arising out of or in any way connected with my participation in the Activity, including, but not limited to, all attorneys' fees and disbursements up through and including any appeal. I understand and agree that this indemnity includes any Claims based on the negligence, action or inaction of any of the Released Parties and covers bodily injury (including death), property damage, and loss by theft or otherwise, whether suffered by me before, during or after participation in the Activity. I agree that I am not relying on the Released Parties to have arranged for, or carry, any insurance of any kind for my benefit relative to my participation in the Activity, and that I am solely responsible for obtaining any mandatory or desired life, travel, accident, property, or other insurance related to my participation in the Activity, at my own expense.

PHYSICAL CONDITION/MEDICAL AUTHORIZATION: I hereby certify that I am sufficiently physically fit for participation in the Activity and have the skill level required for the Activity, and I have not been advised otherwise. I certify that I weigh between 60 and 275 pounds. In connection with any injury sustained or illness or medical conditions experienced in connection with the Activity, I authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by the attending medical personnel if I am not able to authorize same on my own behalf. Additionally, I authorize medical treatment for myself, at my cost, if the need arises; however, I acknowledge that the Released Parties shall have no duty, obligation or liability arising out of the provision of, or failure to provide, medical treatment.

EQUIPMENT AND FACILITIES INSPECTION: I agree that before I participate in any activity conducted in conjunction with the Activity, I will inspect the related facilities and equipment. I will immediately advise a Gatorland employee of any unsafe condition that I observe. I will refuse to participate in the Activity until all unsafe conditions observed by me have been remedied.

GOVERNING LAW: This Agreement shall be governed by the laws of the State of Florida, and any legal action relating to or arising out of this Agreement shall be commenced exclusively in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida (or if such Circuit Court shall not have jurisdiction over the subject matter thereof, then to such other court sitting in such county and having subject matter jurisdiction).

WAIVER OF TRIAL BY JURY: I HEREBY SPECIFICALLY WAIVE THE RIGHT TO TRIAL BY JURY.

RELEASED PARTIES: As used herein, the term "Released Parties" shall mean: Godwin's Gatorland, Inc., d/b/a Gatorland ("Gatorland"), and any parent, subsidiary or other affiliated or related company or companies; all advertisers at Gatorland; and the officers, directors, employees, agents, contractors, sub-contractors, representatives, successors and assigns of each of the foregoing.

By signing below, I certify that: (1) I have fully and completely read and understand this Release, Liability Waiver and Consent Agreement; (2) I am 18 years of age or older; (3) the information set forth above pertaining is true and complete; (4) I consent and agree to all of the foregoing; and (6) I understand that Gatorland is relying upon the representations made herein in making its determination to allow me to participate in the Activity.

Date Signature of Participant Printed Name of Participant