

**Structured Dolphin Swim Program  
Pre-Incident Release of Liability  
(Including a Release for Negligence, Assumption of Risk, and Indemnification)**

**Introduction**

**Dolphins Plus, Inc.**, a Florida corporation (hereinafter "Dolphins Plus"), agrees to permit the participant whose name and address is shown below (hereinafter "Participant"), for the duration of Participant's participation, attendance, and entry into the Dolphins Plus facility located at 31 Corrine Place, Key Largo, Florida and the Island Dolphin Care, Inc. facility located at 150 Loraine Place, Key Largo, Florida (hereinafter collectively "the Facility") to participate in the following program:

**Structured Dolphin Swim Program** (hereinafter "Dolphin Program") which involves observing, physically contacting, or participating with, either in or out of the water, the dolphins and other marine mammals and other animals which are located at the Facility.

The permission granted by Dolphins Plus for Participant to participate in the Dolphin Program is granted expressly and conditioned upon Participant, or Participant's Parent, Guardian, Agent, or authorized representative (individually and on behalf of Participant) executing this Agreement to warrant and agree as follows:

**Representations and Agreement on Behalf of Participant and Participant's Parent or Guardian**

Participant, or Participant's Parent, Guardian, Agent, or authorized representative (individually and on behalf of Participant) warrants and agrees with Dolphins Plus that:

- (a) This Release has been executed on behalf of Participant individually or by Participant's Parent, Guardian, Agent, or authorized representative on behalf of Participant, who represents to Dolphins Plus that he or she has authority to execute this Release on behalf of Participant;
- (b) Participant is over the age of seven (7) years in order to take part in the Dolphin Program. If Participant is under the age of eighteen (18) years, or unable to execute this Release for any reason, the following applies: (i) if Participant is between the ages of seven (7) and twelve (12) years, Participant must be accompanied in the Dolphin Program by a participating Parent, Guardian, Agent, or authorized representative and the Parent, Guardian, Agent, or authorized representative must also sign this Agreement on behalf of Participant; and (ii) if Participant is between the ages of thirteen (13) and seventeen (17) years, Participant must be accompanied in the Dolphin Program by a participating or observing Parent, Guardian, Agent, or authorized representative and the Parent, Guardian, Agent, or authorized representative must also sign this Agreement on behalf of Participant;
- (c) Participant is in good health, a good swimmer, is in sufficient mental and physical condition to participate in the activities, has a good understanding of English, and at the time Participant participates in the Dolphin Program, Participant will not be under the influence of alcohol or drugs, or taking any medications that would adversely affect Participant's participation in the Dolphin Program and, in the case of a female, Participant is not pregnant;
- (d) Participant agrees to follow all written and verbal directions given to Participant during Participant's presence at the Facility and during Participant's participation in the Dolphin Program;
- (e) Participant, or Participant's Parent, Guardian, Agent, or authorized representative (individually and on behalf of Participant) understands that refusal to abide by safety rules and any actions that compromise the safety of the Dolphins Plus staff and members of the public engaged in the Dolphin Program will result in Participant being asked to leave the Dolphin Program immediately, in which event Participant will be dismissed from the Facility with no refund made to Participant and that the determination of Participant's poor conduct or breach of any of Participant's agreements will be in the sole and complete discretion of Dolphins Plus;
- (f) Participant agrees not to, in any way, harm the dolphins or other animals while within the Facility.

**Participant Assumes All Risk**

Participant, or Participant's Parent, Guardian, Agent, or authorized representative (individually and on behalf of Participant) agrees to assume all risk of injury, damage or loss in connection with Participant's use of, or presence upon, the Facility, and/or the participation in the Dolphin Program, including the risk of injury, damage or loss as a result of negligent acts of Dolphins Plus and Island Dolphin Care, Inc. and their Officers, Directors, employees, and Agents, and those of independent third parties, and the risk that Participant will be injured as a result of Participant's own negligence during the period of time that Participant is within or upon the Facility, participating in the Dolphin Program, or participating in activities conducted by third parties as aforesaid.

By the execution of this Agreement, Participant, or Participant's Parent, Guardian, Agent, or authorized representative (individually and on behalf of Participant) voluntarily assumes all risk of accident or damage to Participant's person or property, and the persons or properties of all others brought upon the Facility which may be incurred from or be connected in any manner with Participant's use or entry into the experiences resulting from Participant's entry into the Facility, Participant's participation in the Dolphin Program, and/or the activities conducted by third parties, including injury or damage resulting from the negligent acts of Dolphins Plus and Island Dolphin Care, Inc. and their Officers, Directors, employees and Agents, and as a result of Participant's own negligence.

**Release of Liability Including Release for Negligent Acts**

Participant, or Participant's Parent, Guardian, Agent, or authorized representative (individually and on behalf of Participant) hereby releases Dolphins Plus and Island Dolphin Care, Inc. and their Agents, Officers, Directors, employees and Members from all claims of every nature arising out of, or connected with, Participant's presence or any activities while Participant is present upon and within the Facility, and while Participant is participating in the Dolphin Program, arising out of any cause, matter or thing, including but not limited to, negligent acts on the part of Dolphins Plus and Island Dolphin Care, Inc., and Participant's own negligence.

### **Indemnity From Participant**

Participant, or Participant's Parent, Guardian, Agent, or authorized representative (individually and on behalf of Participant) agrees to indemnify and save Dolphins Plus and Island Dolphin Care, Inc., and their Officers, Agents, Directors, employees and Members from all claims, damages, cautions or causes of action including attorney's fees, expenses, and costs of whatsoever nature, kind, or description, which may arise out of or in any manner be connected with or caused by Participant's presence upon or within the Facility or in participation in the Dolphin Program or by anyone brought upon or in the Facility by Participant, Participant's Parent, Guardian, Agent, or authorized representative, including claims for alleged negligence of Dolphins Plus and Island Dolphin Care, Inc. and their Agents, Officers, Directors, and employees and claims for Participant's own negligence. The term "brought upon" as used in this Agreement includes persons brought upon this Facility or accompanying Participant.

### Agreement Binding Upon Others

This Agreement including the representations of Participant, the assumption of risk by Participant, the release of liability by Participant, and the indemnity from Participant, shall be effective from the time executed and at all times thereafter and shall be binding upon the heirs, executors, administrators, and assigns of Participant and his Parent or Guardian.

## Release of Right to Records

Participant hereby releases all rights to any visual or auditory records obtained by Dolphins Plus during Participant's use of the Facility, and participation in the Dolphin Program.

PARTICIPANT, OR PARTICIPANT'S PARENT, GUARDIAN, AGENT, OR AUTHORIZED REPRESENTATIVE (INDIVIDUALLY AND ON BEHALF OF PARTICIPANT) HAS READ AND VOLUNTARILY SIGNS THIS DOCUMENT, INCLUDING THE RELEASE OF ANY SUBSEQUENT NEGLIGENCE OF DOLPHINS PLUS, ISLAND DOLPHIN CARE, INC. AND ANY THIRD PARTIES DESCRIBED HEREIN, AND FURTHER AGREES THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS, APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

**[1] PARTICIPANT:**

**SEX:**    (       ) **MALE**    (       ) **FEMALE**

**PLEASE CIRCLE YOUR AGE GROUP:**

13-17

18-25

26-35

36-50

over

(Participant's Signature)

Name: \_\_\_\_\_  
(Please Print)

Dated: \_\_\_\_\_, 200

**[2] PARTICIPANT'S PARENT OR GUARDIAN**  
(required if Participant is under the age of eighteen):

I hereby authorize an Agent or Representative of \_\_\_\_\_ to act on behalf of the above Participant.  
(Name of Organization)

\_\_\_\_\_  
(Signature of Parent or Guardian)

Name: \_\_\_\_\_  
(Please Print)

Dated: \_\_\_\_\_, 200

**[3] PARTICIPANT'S AGENT or AUTHORIZED REPRESENTATIVE:**

**(Signature of Agent or Authorized Representative)**

Name: \_\_\_\_\_  
(Please Print)

Dated: \_\_\_\_\_, 200\_\_

**[4] DOLPHINS PLUS, INC., a Florida corporation**

By: \_\_\_\_\_ Dated: \_\_\_\_\_, 200\_\_  
(Authorized Representative)