# SANTA BARBARA ZOO FOUNDATION

# PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

# **Release and Waiver of Liability Adult**

This Release and Waiver of Liability (t	he "Release") executed on (date)	, by
	_, in favor of Santa Barbara Zoological	Foundation, a California nonprofit public

benefit corporation (the "Zoo").

The Participant desires to participate in the \_\_\_\_\_\_ event.

The Participant understands that the Activities may include risks of injury or death.

The Participant does hereby freely, voluntarily, and without duress execute this Release under the following terms:

**Release and Waiver.** Participant does hereby release and forever discharge and hold harmless Zoo and its officers, directors, agents, employees, successors and assigns from any and all liability, claims, and demands of whatever kind and nature, either in law or in equity, which arise or may hereafter arise from Participant's Activities with Zoo.

Participant understands that this Release discharges Zoo from any liability or claim that the Participant may have against Zoo with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Participant's Activities with Zoo, whether caused by the negligence of Zoo or its officers, directors, employees, or agents or otherwise. Participant also understands that Zoo does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

**Medical Treatment.** Participant does hereby release and forever discharge Zoo from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Participant's Activities with Zoo or with the decision by any representative or agent of Zoo to exercise the power to consent to medical or dental treatment as such power may be granted and authorized by Guardian to the Zoo.

Assumption of the Risk. The Participant understands that the Activities may include motor vehicle accidents, injury from falls, drowning, exposure to inclement weather, exposure to cold water, injury from animal or insect bites, cuts and abrasions from normally occurring elements, and other risks that may not be foreseeable

Participant hereby expressly and specifically assumes the risk of injury or harm in the Activities and release Zoo from all liability for injury, illness, death, or property damage resulting from the Activities.

## Each Participant is expected and encouraged to obtain his or her own medical or health insurance coverage.

**Photographic Release.** Participant does hereby grant and convey unto Zoo all right, title, and interest in any and all photographic images and video or audio recordings made by Zoo during the Participant's Activities with Zoo, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

**Other.** Participant expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of California, and that this Release shall be governed by and interpreted in accordance with the laws of the State of California. Participant agrees that in the event that any clause or provision of this Release shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

IN WITNESS WHEREOF, Participant has executed this Release as of the day and year first above written.

Witness:	Participant:
Address:	
email:	
Phone (H):	Phone (W):

## SANTA BARBARA ZOO FOUNDATION

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### **Release and Waiver of Liability for Minors**

This Release and Waiver of Liability (the "Release") executed on (date), by		
, a minor child (the "Participant"), and	, the parent having	
legal custody and/or the legal guardian of the Participant (the "Guardian"), in favor of Santa Barbara Zoological Foundation, a		
California nonprofit public benefit corporation (the "Zoo").		

The Participant and Guardian desire that the Participant participate in the following activity:

(the "Activities"). The Participant and the Guardian understand that the Activities may include risks of injury or death.

The Participant and Guardian do hereby freely, voluntarily, and without duress execute this Release under the following terms:

**Release and Waiver.** Participant and Guardian do hereby release and forever discharge and hold harmless Zoo and its officers, directors, agents, employees, successors and assigns from any and all liability, claims, and demands of whatever kind and nature, either in law or in equity, which arise or may hereafter arise from Participant's Activities with Zoo.

Participant and Guardian understand that this Release discharges Zoo from any liability or claim that the Participant or Guardian may have against Zoo with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Participant's Activities with Zoo, whether caused by the negligence of Zoo or its officers, directors, employees, or agents or otherwise. Participant and Guardian also understand that Zoo does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

**Medical Treatment.** Participant and Guardian do hereby release and forever discharge Zoo from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Participant's Activities with Zoo or with the decision by any representative or agent of Zoo to exercise the power to consent to medical or dental treatment as such power may be granted and authorized by Guardian to the Zoo.

Assumption of the Risk. The Participant and Guardian understand that the Activities may include motor vehicle accidents, injury from falls, drowning, exposure to inclement weather, exposure to cold water, injury from animal or insect bites, cuts and abrasions from normally occurring elements, and other risks that may not be foreseeable

Participant and Guardian hereby expressly and specifically assume the risk of injury or harm in the Activities and release Zoo from all liability for injury, illness, death, or property damage resulting from the Activities.

#### Each Participant is expected and encouraged to obtain his or her own medical or health insurance coverage.

**Photographic Release.** Participant and Guardian do hereby grant and convey unto Zoo all right, title, and interest in any and all photographic images and video or audio recordings made by Zoo during the Participant's Activities with Zoo, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

**Other.** Participant and Guardian expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of California, and that this Release shall be governed by and interpreted in accordance with the laws of the State of California. Participant and Guardian agree that in the event that any clause or provision of this Release shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

IN WITNESS WHEREOF, Participant and Guardian have executed this Release as of the day and year first above written.

Witness:	Participant:
	Parent/Guardian:
Witness:	Parent/Guardian:
	Address:
email:	
Phone (H):	Phone (W):