

Adult Participant Forms

Dear Sleepover Guests,

We thank you for participating in our Sleep Under the Sea program at Georgia Aquarium.

At Georgia Aquarium, your safety is our top priority. Please note that during your sleepover, a member of the Piedmont Hospital EMT staff and officer from the Atlanta Police Department will be present. These individuals will provide assistance should the need arise. In the unlikely event of an emergency, these individuals are trained to keep everyone as safe as possible.

Please note, Georgia Aquarium team members, including the on-duty EMT and police officer, are only trained and permitted to give immediate and very basic first aid. Any medical concerns larger than basic needs will be given the option to be transported to the nearest medical facility by ambulance or be taken, on their own, by a chaperone from their group. Additionally, Georgia Aquarium team members, including the on-duty EMT and police officer, are not allowed to store or administer any kind of drugs, whatsoever. Those participants needing to take prescription medication during their visit, should work with their chaperones to ensure delivery of such medication to the participant. As it turns out, refrigeration for medication is not available. It is suggested you bring a small cooler if needed.

As a condition of participation, and for your safety and wellbeing, we required each guest to have completed a Health History and Release form. This form should be brought to the sleepover and turned in during the check in process, immediately before your program begins. PLEASE MAKE A COPY OF THE ATTACHED CORRESPONDING FORMS FOR EACH PARTICIPANT. Each minor, under the age of 18, should have their own form filled out by their parent/guardian.

PLEASE BE ADVISED THAT GUESTS WILL NOT BE ABLE TO PARTICIPATE IN THE PROGRAM UNTIL A FULLY COMPLETED FORM HAS BEEN SUBMITTED.

If you have any questions, please contact us at 404-581-4249 or at sleepovers@georgiaaquarium.org.

Thank you, and we look forward to seeing you soon!

ADULT PARTICIPANT HEALTH HISTORY FORM

To be completed and signed by adult participants 18 years of age and older.

School/Group Name: _____

The information on this form will help us in providing appropriate care if or when necessary. If there are any changes to the information provided, it should be given to Georgia Aquarium staff during the check in process. Please be sure to fill out all information so we may be aware of all of your needs.

Guest's Name	Date of Birth	M/F	Age
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Emergency Contact	Phone	Mobile Phone
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Please list any allergies (including food, nuts, asthma, penicillin, shellfish, etc.). If none, please write "N/A":

Please list any dietary restrictions. If none, please write "N/A":

Please list any other conditions (nosebleeds, migraines, sleepwalking, behavioral, etc.)

Participant Signature: _____ Date: _____

School/Group Name: _____

MEDICAL CONSENT AND ASSUMPTION OF RISK

1. In consideration for my participation in and attendance at Georgia Aquarium’s Sleepover program and all associated activities and outings (collectively the “Sleepover”), I enter into this Medical Consent and Assumption of Risk voluntarily. In the event I become temporarily or permanently incapacitated, and for any reason am not able to make decisions for myself, I hereby authorize any licensed physician, emergency medical technician, paramedics, nurses, hospital or other medical or health care facility or provider (“Medical Provider”) to provide medical care to me for any illness, injury, and/or condition that occurs, manifests or arises at the Sleepover. I further authorize any such Medical Provider to perform all procedures or services deemed medically advisable to treat or relieve, or to attempt to treat or relieve, any illness, injury, and/or condition. I acknowledge that there is a risk of complications and unforeseen consequences in any medical treatment. **IN CONSIDERATION FOR MY PARTICIPATION IN THE SLEEPOVER, I, FOR MYSELF, AND ALL OTHERS ASSERTING RIGHTS BY, THROUGH, UNDER OR ON BEHALF OF ME, DO HEREBY KNOWINGLY AND VOLUNTARILY ASSUME ANY RISKS ARISING FROM OR IN ANY WAY RELATED TO ANY MEDICAL TREATMENT, MEDICATION AND/OR HEALTH CARE ADMINISTERED TO ME, INCLUDING THE RISK THAT ANY SUCH TREATMENT, MEDICATION OR CARE MAY NOT BE TIMELY OR PROPERLY ADMINISTERED.** This consent is effective beginning the first day of my presence at, attendance and/or participation in the Sleepover and continuing from day to day throughout the time I am present at, attend, and/or participate in the Sleepover.
2. I acknowledge that no warranty is being made as to the result of any medical treatment. I agree that any health history provided by me is correct to the best of my knowledge.
3. I authorize Georgia Aquarium, Inc., all subsidiaries, related and affiliated entities, including but not limited to, all their officers, directors, members, partners, shareholders, employees, agents, insurers, successors and assigns Georgia Aquarium, Inc. to share my medical information with any Medical Provider providing medical care to me for any illness, injury, and/or condition that occurs, manifests or arises at the Sleepover.
4. I execute this Consent for Medical Treatment (the “Consent”) with Georgia Aquarium, Inc. I understand and agree that this Consent shall be binding on me and my representatives, executors, heirs, next of kin, administrators, beneficiaries, successors and assigns.

I AM OF AT LEAST 18 YEARS OF AGE AND HAVE READ AND UNDERSTAND THE FOREGOING AND ACCEPT AND AGREE TO ITS TERMS.

Signature of Adult Sleepover Guest _____ Date: _____

Printed name of Adult Sleepover Guest _____

School/Group Name: _____

PHOTO RELEASE, LIABILITY RELEASE AND VOLUNTARY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Please carefully read and consider the terms of this Agreement. Sign in the space at the end to indicate your understanding and acceptance of such terms and your entry into the Agreement.

1. In consideration of my presence and attendance at and participation in Georgia Aquarium's Sleepover Program and all associated activities and outings including, but not limited to, transportation to and from the Sleepover (collectively, "the Sleepover"), I hereby enter into this agreement and accept all of its terms. I represent and agree that I am of at least 18 years of age and have the legal capacity and authority to act on my own behalf.
2. I acknowledge receipt of written materials and instructions relating to the Sleepover and assert that I have had an opportunity, prior to enrolling in the Sleepover, to review these materials which include but are not limited to the Sleepover Guide. As a condition of my attendance at and participation in the Sleepover, I agree that I will abide by the policies of the Sleepover and instructions of Sleepover staff. I understand that the Sleepover has the right to refuse or remove any guest who fails to obey such policies or instructions.
3. I do hereby grant Georgia Aquarium, Inc., all subsidiaries, related and affiliated companies including, but not limited to, all their officers, members, directors, shareholders, employees, agents, successor and assigns (the "Released Parties") the irrevocable right and permission to photograph or otherwise record me in connection with the Sleepover, and to use the photograph or recording ("Photograph") for all purposes, including advertising and promotional purposes, in any manner in any and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of the Photograph, and acknowledge and agree that the rights granted by this Release are without compensation of any kind.
4. I acknowledge and agree that I have no right, title or interest in the Photographs and agree that such Photographs and the copyright therein are the exclusive property of the Released Parties. I agree to release and discharge the Released Parties from any claims, actions, damages, demands, costs, expenses (including attorneys' fees) or lawsuits of any kind by reason of the sale, distribution or use of such photographs or recordings.
5. I understand that attendance and participation in the Sleepover may involve interactive activities and games, continuous walking, using dissection equipment, continuous walking, and being in proximity of or interacting with, feeding and coming in physical contact with birds, reptiles, whales, dolphins, and other land or marine animals. I understand that there are inherent RISKS involved in these activities, including but not limited to scrapes, bites, cuts, bruises and/or more serious injuries or illnesses such as bodily injury, even death. I have voluntarily enrolled in the Sleepover and I agree to ASSUME ALL RISKS, known and unknown, of personal injuries, possible death and damage to or loss of property stemming from attendance and participation at the Sleepover.
6. I agree to release the Released Parties from any and all claims, losses, demands, damages, expenses, lawsuits, causes of action and judgments, whether foreseen or unforeseen, known or unknown, present or future, resulting from, arising out of or in any way connected with my participation in the Sleepover including but not limited to, any claims for personal injuries, including death, illnesses and/or damage to or loss of personal property, EVEN IF CAUSED IN WHOLE OR IN PART BY THE PRESENT OR FUTURE NEGLIGENCE, FAULT, STRICT PRODUCT LIABILITY, BREACH OF CONTRACT OR OTHER ACT, CONDUCT OR STATUS OF ANY OF THE RELEASED PARTIES.
7. I further agree to INDEMNIFY AND DEFEND the Released Parties from and against any claims, actions, damages, demands, costs, expenses (including attorneys' fees) or lawsuits, whether foreseen or unforeseen, present or future, known or unknown, that I or anyone else on my behalf may have or assert as arising from attendance or

participation (or the refusal of permission to attend or participate) in the Sleepover, EVEN IF CAUSED IN WHOLE OR IN PART BY THE PRESENT OR FUTURE NEGLIGENCE, FAULT, STRICT PRODUCT LIABILITY, BREACH OF CONTRACT OR OTHER ACT, CONDUCT OR STATUS OF ANY OF THE RELEASED PARTIES. I understand and agree that this indemnity obligation includes any claims, actions, damages or lawsuits brought by me or by anyone else on my behalf, including those for personal injuries, illness or damage to or loss of property arising from my attendance or participation (or refusal of permission to attend or participate) at the Sleepover.

8. I acknowledge and agree that this Agreement is intended to be as broad and inclusive as permitted by law. If any provision is invalidated or unenforceable, the remaining terms of the Agreement shall not be affected thereby but shall be valid and enforceable to the fullest extent permitted by law. The invalid provision shall automatically be replaced by a substitute provision which is valid and as nearly as possible maintains the same purposes and intention of the invalidated or unenforceable provision.
9. I acknowledge and agree that this Agreement shall be interpreted in accordance with the laws of the State of Georgia and that any dispute arising from the enforceability and/or interpretation of this Release shall be filed in a state or federal court of competent jurisdiction in the state of Georgia.
10. I agree that this Release shall be binding upon me and my child/ward's family members, heirs, assigns, personal representatives and all other parties

I AM OF AT LEAST 18 YEARS OF AGE, AM OF SOUND MIND, HAVE READ AND UNDERSTAND THIS AGREEMENT AND ACCEPT AND VOLUNTARILY AGREE TO ITS TERMS.

Signature of Adult Sleepover Guest _____ Date: _____

Printed name of Adult Sleepover Guest _____