

Minor 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!

MINOR PARTICIPANT HEALTH HISTORY FORM

To be completed and signed by Custodial Parent or Guardian.

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
Custodial Parent or Guardian	Phone	Mobile Phone	
Second Parent/Guardian, or Emergency Contact	Phone	Mobile Phone	

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.)

Custodial Parent/Guardian Signature: _____ Date: _____

Custodial Parent or Guardian Printed Name: _____

School/Group Name: _____

MEDICAL CONSENT AND ASSUMPTION OF RISK

1. Beginning on the first day of my or my child/ward's presence and attendance at and/or participation in the Georgia Aquarium's Sleep Under the Sea program and all associated activities and outings including, but not limited to, transportation to and from the sleepover (collectively, "the Sleepover") and continuing from day to day throughout the time my child/ward is present at, attends, and/or participates in the Sleepover, 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 my child/ward 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.
2. 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 ("SEA") to share medical information related to my child/ward with any Medical Provider providing medical care to my child/ward for any illness, injury, and/or condition that occurs, manifests or arises at the Sleepover.
3. I execute this Medical Consent and Assumption of Risk (the "Consent") with Georgia Aquarium, Inc. I understand and agree that this Consent shall be binding on me and my child/ward, as well as the representatives, executors, heirs, next of kin, administrators, beneficiaries, successors and assigns of my child/ward.
4. I acknowledge that there is a risk of complications and unforeseen consequences in any medical treatment and I, individually and as parent/natural guardian of my child/ward, a minor, sign this Agreement on behalf of my child/ward. 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 or my child/ward is correct to the best of my knowledge.
5. I acknowledge having knowledge and experience with the health and capabilities of my child/ward superior to Sleepover staff. I certify that my child/ward is in good health and does not have any health or mental / physical impairments or conditions that would be aggravated by attendance or participation at the Sleepover or that make such attendance or participation unsafe or otherwise inappropriate for my child/ward, the animals at the Sleepover, or other guests. I further certify that my child/ward does not currently have upper respiratory disease or illness (including but not limited to asthma, colds, flu, etc.), is not on medication that suppresses immune function or has possible side effects that would interfere with the Sleepover, and that my child/ward does not have open sores, open wounds, cuts, abrasions, skin irritations or other outward signs of illness.

I represent and agree that I have the legal capacity and authority to act on behalf of myself and my child/ward. This release shall be binding upon me and/or the minor guest, and my or the minor guest's heirs, executors, representatives, next of kin, beneficiaries, administrators, successors and assigns.

I HAVE READ AND UNDERSTAND THE FOREGOING AND ACCEPT AND AGREE TO ITS TERMS.

Signature of Parent/Guardian _____ Date: _____

Printed name of Parent/Guardian _____

Printed name of Child/Ward _____

School/Group Name: _____

**PHOTO RELEASE, LIABILITY RELEASE AND VOLUNTARY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
(COMPLETED BY PARENT/GUARDIAN)**

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 on behalf of yourself and your child/ward.

1. In consideration of my child's/ward's presence and attendance at and participation in the Georgia Aquarium Sleep Under the Sea program and all associated activities and outings including, but not limited to, transportation to and from the Sleepover (collectively, "the Sleepover"), I, individually and on behalf of my child/ward, hereby enter into this agreement and accept all of its terms. I represent and agree that I have the legal capacity and authority to act for and on behalf of my child/ward.
2. I acknowledge receipt of written materials and instructions relating to the Sleepover and assert that I have had an opportunity, prior to enrolling my child/ward in the Sleepover, to review these materials which include but are not limited to the Sleepover Guide. As a condition of the attendance and participation by my child/ward at the Sleepover, I agree that I and my child/ward will abide by the policies of the Sleepover and instructions of Sleepover staff. I understand that the Georgia Aquarium has the right to refuse or remove any guest who fails to obey such policies or instructions.
3. I do hereby on my own behalf and/or on behalf of my child/ward 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 or my child/ward 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, individually and on behalf of my child/ward, 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 include activities which may involve interactive activities and games, continuous walking, using dissection equipment, 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. My child/ward has voluntarily enrolled in the Sleepover and I, individually and on behalf of my child/ward 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, individually and as the parent/legal guardian of the minor sleepover guest, 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 and/or child/ward's 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, individually and as the parent/legal guardian of the minor guest, 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, my child/ward, or any other parent/guardian of my child/ward may have or assert as arising from attendance or participation (or the refusal of permission to attend or participate) at 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 on behalf of my child/ward, including those for personal injuries, illness or damage to or loss of property arising from my child/ward's 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.

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE RELEASED PARTIES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASED PARTIES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE RELEASED PARTIES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

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 Parent/Guardian: _____ Date: _____
Printed Name of Parent/Guardian: _____
Printed Name of Child/Ward: _____
Address of Guardian: _____