

## SeaWorld Yas Island, Abu Dhabi (SWAD) – Holiday Camp Release/Waiver of Liability Form

This Release/Waiver of Liability (hereinafter "**Release**") refers to the details confirmed within your registration form ("**Registration Form**").

You are required to sign this Release unamended and return it to [SeaWorldCamps@miral.ae](mailto:SeaWorldCamps@miral.ae) prior to commencement of the Holiday Camp(s). If you fail to sign this Release validly or in time then the Child will be excluded from the Holiday Camp(s) until such time as the form is signed and returned (without any liability on MX or compensation or refund owing). **Please read this form carefully and in full.**

I, the Child's Parent/Guardian, hereby:

- confirm that I am legally entitled to complete this Release on behalf of the Child and legally bind the Child to this Release (as applicable);
- consent to the Child taking part in all activities ("**Activities**") at the Holiday Camp(s) at SeaWorld Abu Dhabi ("**SWAD**") as generally noted on the Registration Form, unless specifically noted on this Release below;
- acknowledge and freely and voluntarily agree to all the terms contained in this Release on behalf of the Child as material consideration for the agreement by the operator of SWAD, Miral Experiences LLC ("**MX**") and all of its affiliated entities, licensors, officers, directors, representatives and agents (as applicable) (collectively, the "**Released Parties**") that the Child be allowed to participate in the Activities as part of the relevant Holiday Camp(s);
- certify that I have clearly disclosed all information relating to the Child's medical conditions, allergies, dietary restrictions and/or POD status in the Registration Form and that any information which I have failed to disclose cannot be considered to be assumed by or notified to MX;
- agree to the Child taking part in the Activities and assume any risks (known or unknown) involved with the Child's participation in the Activities, which shall include such risks which are not eliminated even if MX acts with due care in a reasonably prudent manner. Examples of risks include but are not limited to: allergic reactions to marine animals and/or their food; touching and feeding marine animals and their being near their habitats; physical injuries/traumas; and/or more serious injuries, including death, which may be caused by the Child's actions or inactions or the actions or inactions of others participating in the Activities, the conditions in which the Activities take place or the negligence/carelessness of MX and/or the Released Parties, whether passive or active. I agree to assume all risks, known and unknown, of personal injuries, possible death, and damage to or loss of property stemming from the Child's participation in the Activities and to assume all responsibility for losses, costs, and damages I or the Child may incur, where such risks or losses arise from or are in any way connected with the Child's attendance at or participation in the Activities or at the Holiday Camp(s) and SWAD more generally;
- unconditionally assume the risks of the Child participating in the Activities and agree to accept all responsibility for any or all damage, loss, disability, injury, or death, arising from, that which may occur to the Child as a result of the Activities and use of the SWAD facilities, no matter what the circumstances of the accident and/or injury;
- agree to waive, release, and discharge MX and/or the Released Parties from any and all liabilities and/or claims including but not limited to, or made as a result of, any and all damage, loss, disability, injury or death, arising from or that may occur to the Child as a result of the Activities or general attendance at the Holiday Camp(s), whether caused by the negligence or fault of MX and/the Released Parties (or otherwise);
- agree and acknowledge that medical insurance coverage for the Child is not included as part of the Activities or Holiday Camp(s) generally and that I am responsible for arranging any medical insurances necessary for the Child's participation in the Activities and/or Holiday Camp(s);
- consent to the Child receiving emergency medical treatment which may be deemed advisable by MX in the event of injury, accident and/or illness arising out of the Activities or general attendance at the Holiday Camp(s) (unless an allergy to a treatment/medicine is specifically noted in the Registration Form). I agree that such treatment will be without any liability to MX or the Released Parties (regardless of their judgement, application of the treatment or treatment outcome) and that if the medical treatment is not covered by the Child's insurance, I will be personally responsible for the cost of that medical treatment;
- consent to MX applying such external lotions, repellents and/or protective materials to the Child as MX may deem advisable in light of the nature of any Activities (unless an allergy to a lotion, repellent and/or protective material is specifically noted in the Registration Form). I agree that such application is without any liability to MX or the Released Parties (regardless of their judgement, the nature of the application or application outcome);
- confirm that the person(s) noted as being authorised to drop off/collect the Child from the Holiday Camp(s) in the Registration form has my express consent and permission to do so and that MX reserves the right to require a valid identification from that that person(s) at any time during the Holiday Camp(s) to confirm their identity. If such person(s) fails to provide their identification or are not the person specifically noted in the Registration Form, then MX reserves the right to require the Child to be dropped off and/or collected by you;
- grant MX and its affiliates/related entities the right (but not the obligation) to film and take photographs of the Child during the Holiday Camp(s) ("**Materials**"), and to use such Materials for marketing, branding or promotional purposes relating to SWAD, including but not limited to publishing the Materials on SWAD's social media platforms. You agree that:
  - MX and its affiliates/related entities may use, modify, copy, publish, commercially exploit and distribute the Materials for purposes connected with SWAD's marketing, branding or promotion;
  - the rights granted herein shall be in perpetuity, worldwide, irrevocable, sub-licensable and free and clear of any and all claims for royalties or other compensation;
  - MX and its affiliates/related entities will be the sole and exclusive owner, throughout the universe in perpetuity, of all rights in all and any results and proceeds of the Materials, as the same may exist from time to time, in whatever medium, or stage of completion; and
  - consent of no other person or entity is required to enable the MX and its affiliates/related entities to use the Materials as described herein, and that such use will not violate the rights of any third parties;
- agree that MX bears no responsibility for any loss or damage to personal property/items brought by the Child into SWAD for the Holiday Camp(s). All personal property/items that are brought into SWAD are at mine and the Child's own risk;
- for the avoidance of doubt, the Child's participation in the Holiday Camp(s) and Activities is the Child's sole risk, regardless of any disclosures or information shared with MX on the Registration Form or this Release and/or any actions (or inactions) taken by MX during the Holiday Camp(s) (whether authorised by you under this Release or not); and

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- agree that this Release shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

In addition to the above, I hereby agree to indemnify MX and the Released Parties from any and all loss, damage, claims, expenses, or liability, (including legal or other professional fees) they may incur in connection with, or which may arise out of the Child's participation in the Activities and the Holiday Camp(s) generally.

The laws of the United Arab Emirates as applicable in the Emirate of Abu Dhabi apply to this Release.

By signing below, I certify that I have read this Release in full and that I fully understand its content. I am aware that this is a legally binding release/waiver of liability, the terms of which will be binding on myself, the Child and mine and the Child's executors, administrators, heirs, next of kin, successors, and assigns (as applicable) and that I sign this release on my own free will.

<b>NAME:</b>		<b>SIGNATURE:</b>	
<b>DATE:</b>		<b>NAME OF CHILD:</b>	

**Excluded Activities:**