

TERMS AND CONDITIONS  
OF PARTICIPATION IN MAUI OCEAN CENTER PROGRAMS  
RELEASE AND INDEMNITY AGREEMENT

Maui Ocean Center ("Center") is the owner of an aquarium center located at 192 Maalaea Road, Maalaea, Maui, Hawaii. The Center offers various activities and programs. You, on your behalf, or on behalf of your child(ren) if minor(s) expressed a desire to participate in the Center's activities and programs, The Center is willing to permit you and/or your child(ren) to participate in such programs and activities, subject to the terms and conditions listed below.

**READ THE FOLLOWING TERMS AND CONDITIONS COMPLETELY AND CAREFULLY; THEY AFFECT YOUR LEGAL RIGHTS. BY SIGNING TERMS AGREEMENT YOU UNEQUIVOCALLY ACCEPT ALL THE TERMS AND CONDITIONS STATED BELOW.**

TERMS AND CONDITIONS

By signing this document, you confirm and agree to the following:

1. You acknowledge that there are risks and dangers inherent to the participation in these programs and activities and in the use of aquarium facilities, which include, but are not limited to, death, dismemberment, paralysis, broken bones, cuts, abrasion, and disfigurement. You also acknowledge that the Center is not an insurer of you or your child(ren)' s safety. By use of the aquarium facilities and by signing this Agreement, you, on your behalf and/or on behalf of your child(ren) agree-to accept all risks and dangers inherent to you and/or your child(ren)' s participation and agree to assume full responsibility for any injuries or damages which may occur to you and/or your child(ren) in, on or about the premises of Center.
2. You and/or your child(ren) will comply fully and completely with all rules which the Center establishes for use of the aquarium facilities.
3. You, on your behalf and/or on behalf of your child(ren) and for them, yourself, your heirs, executors, administrators, assigns, personal representatives and next of kin, **waive, release and forever discharge, indemnify and defend, and hold harmless the Center**, its heirs, executors, assigns, employees, and agents, from any and all claims, actions, liability, causes of action, demands, judgments, rights, costs, and expenses of whatever nature and kind you may have hereafter have or acquire, including but not limited to, personal injury, death, property damage or loss arising out of or in any way related to or connected with the aquarium, it's activities and programs and you and/or your child(ren)' s use of the aquarium, it's activities and programs.,
4. You shall indemnify and defend the Center from all claims, actions, liability, causes of action, demands, judgments, rights, costs and expenses of whatever nature and kind brought against the Center arising out of or in any way related to or connected with you and/or your child(ren)'s use of the aquarium, its activities and programs.
5. You are using the aquarium for recreational purposes only and agree that there are no commercial purposes or uses of the facilities by you and/or your child(ren).
6. Counterparts/Facsimile. This Agreement may be executed in counterparts and all counterparts together shall constitute the agreement among all of the parties hereto, in the same way as if all parties physically signed the same document. Fax copies of this executed Agreement shall be fully binding and effective for all purposes whether or not original executed documents are transmitted to escrow. Fax signatures on documents will be treated the same as original signatures. However, each party agrees that it will promptly forward originally executed agreements to each other.

7. Governing Law. This Agreement shall be governed by the laws of the State of Hawaii.
8. Attorney's Fees and Costs. Should any litigation be commenced between the parties concerning this Agreement, or the rights or duties of either in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorney's fees in such litigation which shall be determined by the court.
9. Integration Clause. This Agreement represents and contains the entire agreement and understanding among the Parties hereto with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written agreements and understandings. No representation, warranty, conditions, understanding or agreement of any kind with respect to the subject matter hereof shall be relied upon by the Parties' unless incorporated herein. This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.
10. Photo Release. I grant permission to Maui Ocean Center, its employees and agents, to take and use visual/audio images of me and/or my children. Visual / audio images are any type of recording, including photographs, digital images, drawings, renderings, voices, sounds, video recordings, audio clips or accompanying written descriptions. The images may be used in any manner or media without notifying me, such as websites, publications, promotions, broadcasts, advertisements and posters. I waive any right to inspect or approve the finished images or any printed or electronic matter that may be used with them. I release MOC and its employees and agents, including any firm authorized to publish and/ or distribute a finished product containing the images, from any claims, damages or liability which I may ever have in connection with the taking of use of the images or printed material used with the images.

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT I, \_\_\_\_\_ WAIVE ANY RIGHTS THAT MYSELF OR MY FAMILY MAY HAVE IF I AND/OR MY CHILD(REN) ARE INJURED DURING THEIR USE OF THE AQUARIUM, IT'S FACILITIES, ACTIVITIES AND PROGRAMS AND RELEASE ANY IMAGES OF MYSELF AT MAUI OCEAN CENTER. I HAVE READ AND FULLY UNDERSTAND ALL OF THE FOREGOING TERMS AND CONDITIONS AND, BY SIGNING BELOW, VOLUNTARILY AGREE TO BE BOUND THEREBY.

Agreed and accepted on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

PARENT/GUARDIAN CONSENT

I \_\_\_\_\_ (print name) give permission for my son/daughter  
\_\_\_\_\_ to participate in the Center's Programs.

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date