DOWNTOWN AQUARIUM / A-1 Scuba and Travel Center Inc.
SCUBA DIVING LIABILITY RELEASE, VOLUNTARY ASSUMPTION OF RISK, INDEMNITY AND WAIVER OF CLAIM AGREEMENT

PLEASE READ CAREFULLY AND FILL ALL BLANKS BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS.

I acknowledge that I am and/or any minor child that I represent ("Minor Child") is a certified scuba diver trained in safe dive practices and know that scuba diving and snorkeling have inherent risks which may result in serious injury or death. In signing this release I acknowledge that in consideration of being allowed to participate in the Dive with the Fish and/or Dive with the Sharks Experience (the "Experience"), I for myself, and/or the Minor Child (if any), hereby personally assume all of the risks whether foreseen or unforeseen, that may befall upon me and/or the Minor Child (if any) while participating in this Experience or in any way related to participation in the Experience which may include serious injury and/or death. I, for myself, my heirs, executors, administrators, representatives, and Minor Child (if any), do hereby RELEASE, EXEMPT, HOLD HARMLESS, INDEMNIFY, AND COVENANT NOT TO FILE SUIT against A-1 Scuba & Travel Center Inc., Landry's Downtown Aquarium, Inc., and/or any of their parents, affiliates, subsidiaries, and associated entities and any of their respective employees, officers, directors, shareholders, agents, contractors or assigns (hereinafter referred to as "Released Parties") from any LIABILITY, LOSS, CLAIMS, DEMANDS AND POSSIBLE CAUSES OF ACTION IN ANY WAY RESULTING FROM OR ARISING OUT OF OR IN ASSOCIATION WITH MY AND/OR THE MINOR CHILD'S (if any) PARTICIPATION IN THE EXPERIENCE WHETHER ARISING FROM MY AND/OR THE MINOR CHILD'S NEGLIGENCE, GROSS NEGLIGENCE, OR INTENTIONAL CONDUCT OR THE NEGLIGENCE, GROSS NEGLIGENCE OR INTENTIONAL CONDUCT OF ANY OF THE RELEASED PARTIES. I further represent that I have the authority to execute this agreement on behalf of myself and Minor Child and that my heirs, executors, administrators, and representatives, and any of the Minor Child's heirs, executors, administrators, and representatives will be prohibited from claiming otherwise because of my representations to the Released Parties. I agree on behalf of myself and the Minor Child (if any) TO INDEMNIFY and hold harmless the Released Parties from any and all claims, including mine or those of the Minor Child or a third party, arising in whole or in part from my or the Minor Child's participation in the Experience._____**(Initial)**

I understand that diving with compressed air involves certain inherent risks including but not limited to decompression sickness, embolism or other hyperbaric/air expansion injury that require treatment in a recompression chamber. I further understand that the Experience will be conducted at a site that is remote, either by time or distance or both, from such a recompression chamber. I still choose to proceed with these activities and/or allow the Minor Child to proceed with these activities in spite of the absence of a recompression chamber in proximity to the site._____ **(Initial)**

I affirm the Minor Child (if any), and I are in good mental and physical fitness for diving and are not under the influence of alcohol or any drugs that are contraindicated to diving. If the Minor Child (if any), or I am taking medication, I affirm that we have seen a physician and have the physician's approval to dive while under the influence of the medication/drugs. I further affirm that I and the Minor Child (if any), will not hold the Released Parties responsible if the Minor Child (if any) and/or I am injured as a result of heart, lung, ear or circulatory problems or any other illnesses that occur while diving/snorkeling or that may be related to diving/snorkeling. I am aware of the dangers of breath holding while scuba diving and I and/or the Minor Child (if any), will not hold the Released Parties responsible if I am or my minor child is injured doing so._____ **(Initial)**

I understand that scuba diving/snorkeling are physically strenuous activities and that I will be exerting myself during these activities, and that if the Minor Child (if any) and/or I am injured as a result of heart attack, panic, hyperventilation, drowning, or any other cause whatsoever, that I expressly assume the risk of said injuries and that I and the Minor Child (if any) will not hold the Released Parties responsible for the same. **I acknowledge that if I am unsure of the health risks associated with the Experience, I should consult a physician of my choice before participating in this Experience._____ (Initial)**

I understand that past or present medical conditions may be contraindicative to my and/or the Minor Child's (if any) participation in the Experience. I affirm that the Minor Child (if any) and I are not currently suffering from a cold or congestion or have an ear infection. I further affirm that neither the Minor Child (if any) nor I have a history of seizures, dizziness or fainting, or a history of heart condition (e.g. cardiovascular disease, angina, heart attack). I further affirm that the Minor Child (if any) and I do not have a history of respiratory problems such as emphysema or tuberculosis._____ **(Initial)**

I understand that I and/or the Minor Child (if any) will be diving with marine life during this Experience. I understand and acknowledge these are wild animals and their behavior cannot be predicted or controlled. I affirm that if I or the Minor Child (if any) is /are injured by any such marine life, regardless of the cause, the Minor Child (if any) and I will not hold the Released Parties responsible for any such injury or death._____ **(Initial)**

I will inspect all of my equipment and the Minor Child's (if any) equipment prior to the activity and will notify the Released Parties, or their employee/agent conducting the Experience, if any of the equipment is not working properly. The Minor Child (if any) and I will not hold the Released Parties responsible for my failure to inspect equipment prior to the Experience. I hereby represent that the Minor Child (if any) and I will observe all applicable rules set forth by the Released Parties and that the Minor Child (if any) and I will generally conduct ourselves in a safe and prudent manner. I understand that if the Minor Child (if any) and I do not follow safety rules, our participation in the Experience will be immediately terminated. _____ **(Initial)**

In consideration for participating in the Experience, I agree for myself and the Minor Child that ALL claims for injury to person or property and/or death arising from my or the Minor Child's participation in the Experience shall be GOVERNED BY COLORADO LAW and EXCLUSIVE JURISDICTION shall be in Denver District Court or in federal court for the District of Colorado._____ **(Initial)**

I hereby consent to the reproduction and use of my photograph or reproduction thereof, either in whole or in part, or alone or in conjunction with other photographs, sketches, cartoons, art work, motion picture film, television program, commercial, videotape, and text matter, at your option, to be used by Landry's Restaurants, Inc., its subsidiaries and their agents or assignees, for any and all advertising, trade, or art purposes and in any and all publications and other advertising media without limitation, reservation or compensation. _____ **(Initial)**

I understand that I am not entitled to any form of reimbursements or refund for cancellation or the guest not entering the water_____**(Initial)**

I further state that I am of lawful age and legally competent to sign this liability release. I understand the terms herein are contractual and not a mere recital, and that I have signed this Agreement of my own free act and with the knowledge that I hereby agree to waive my legal rights. I further agree that if any provision of this Agreement is found to be unenforceable or invalid, that provision shall be severed from this Agreement. The remainder of this Agreement will then be construed as though the unenforceable provision had never been contained herein**. I HAVE FULLY INFORMED MYSELF OF THE CONTENTS OF THIS LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT BY READING IT BEFORE I SIGNED IT AND AGREE TO BE LEGALLY BOUND HEREBY. I HAVE FREELY EXECUTED THIS RELEASE.**

_____	_____	_____
Diver Signature	Print Name	Date (Day/Month/Year)
_____	_____	_____
Signature of Parent of Guardian (If applicable)	Print Minor Child's Name	Date (Day/Month/Year)