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REPRESENTATIONS AND WARRANTIES. You hereby represent and warrant that: (i) you are eighteen years of age or older and have the authority to contract in your own name; (ii) you are the parent or legal guardian of any Minor Participants included in the Content; (iii) you have the full right and power to enter into and perform this Release in accordance with its terms; (iv)

your execution, delivery and performance of this Release will not infringe upon the rights of any third party or violate the provisions of any agreement to which you are a party; (v) the Content is your original work of authorship and is owned solely by you; (vi) you have obtained all necessary consents and permissions from any and all individuals appearing in the Content suitable for SeaWorld to exploit the rights granted in this Release; (vii) the Content does not infringe upon or violate any patent, copyright, trade secret, trademark, service mark, trade name or other proprietary right of any third party; (viii) the Content does not violate any law, statute, ordinance or regulation; and (ix) the Content is not abusive, illegal, defamatory, libelous, indecent, hateful, slanderous, indecent, obscene, pornographic, sexually explicit, unlawfully threatening or unlawfully harassing, and it does not encourage anyone to break any local, state, national or international law.

INDEMNIFICATION. You hereby agree to indemnify, defend, release and hold harmless SeaWorld from and against any and all claims, damages, liabilities, actions, demands, costs and expenses (including reasonable attorney's fees) arising from or in connection with: (i) any breach by you of this Release or the inaccuracy of any representation or warranty made by you herein; (ii) any claimed violation of any third party's proprietary rights, including, without limitation, claims of violation of rights of publicity or privacy, trade secret, copyright, trademark or patent infringement or unfair competition, in all instances connection with any use by SeaWorld of the Content; (iii) any claim by any third party of defamation, libel or slander or any related claim in connection with the Content; (iv) SeaWorld's use of the Content; and (v) SeaWorld's use of your and/or any Minor Participant's name, voice, photograph, likeness, recorded performance and/or biographical information.

VALIDITY. This Release is intended to be as broad and inclusive as permitted by law. If any term or provision of this Release shall to any extent be held invalid or unenforceable, the remaining terms of the Release 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 economic purposes and intention of the valid provision.

CHOICE OF LAW AND VENUE. This Release shall be governed by the substantive provisions of Florida law, without regards to its conflict of laws principles. The parties agree that any legal action or proceeding with respect to this Release shall be brought in the United States District Court for the Middle District of Florida or, if such court does not have jurisdiction, in any court of general jurisdiction in Orange County, Florida. You hereby consent to the personal jurisdiction of such courts, agree to accept service of process by certified or registered mail and hereby waive any jurisdictional or venue defenses otherwise available to you.

SUCCESSORS AND ASSIGNS. You agree that the terms and conditions contained in this Release shall be binding upon you and your family members, legal representatives, executors, heirs, next of kin, successors, beneficiaries and assigns.

YOU HAVE READ AND UNDERSTAND THE FOREGOING RELEASE AND ACCEPT AND AGREE TO ITS TERMS VOLUNTARILY.