



PITTSBURGH ZOO AND PPG AQUARIUM DIVING ACTIVITIES INDEMNIFICATION, WAIVER AND RELEASE

The undersigned desires to participate in an underwater skin and scuba diving activity (the "Activity") to be conducted by and at the Pittsburgh Zoo & PPG Aquarium (the "Zoo"). The undersigned understands that his or her right to participate in the Activity is conditioned, in part, upon his or her execution of this Indemnification, Waiver and Release.

In consideration of the undersigned's right to participate in the Activity, and intending to be legally bound hereby, the undersigned, for himself or herself and his or her heirs, personal representatives and assigns, hereby voluntarily and knowingly completely and forever releases, waives and discharges the Zoo, the Zoo's sponsors, and all persons involved with the Activity, and each such party's respective affiliates, parents, subsidiaries, shareholders, directors, officers, agents, employees, consultants and representatives (collectively, the "Indemnified and Released Parties"), from any and all claims, actions, costs, losses, expenses, demands, damages, and/or other liabilities, known or unknown, absolute or contingent, and whether or not fixed, which the undersigned ever had, now has or might in the future have against any of the Indemnified and Released Parties, resulting in any manner from and/or by reason of the undersigned's participation in the Activity.

The undersigned hereby represents, warrants and covenants that: **(i)** he or she is at least eighteen (18) years of age and is legally competent to execute this Indemnification, Waiver and Release; **(ii)** he or she is a certified diver and is cognizant of the basic safety rules for the Activity; **(iii)** he or she is fully responsible for the safety and operating condition of any equipment used in connection with the Activity, whether he or she owns such equipment or borrows it from the Zoo or any other party, and, if borrowed from the Zoo, he or she will ensure that such equipment is returned to the Zoo in proper operating condition; **(iv)** he or she is in good physical condition and does not suffer from any conditions that will make it dangerous, hazardous, or harmful for him or her to participate in the Activity; and **(v)** he or she understands that his or her participation in the Activity: **(a)** has inherent risks, dangers and hazards; and **(b)** may result in injury or illness including, but not limited to, bodily injury, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious disability. The undersigned hereby expressly assumes: **(x)** all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the conduct or omission of any of the Indemnified and Released Parties; **(y)** any and all risk of physical injury or death resulting from or in any way related to his or her participation in the Activity; and **(z)** the risk of any loss of, or damage to, any of his or her property that may occur as a result of the undersigned's participation in the Activity.

The undersigned hereby agrees to protect, indemnify, hold harmless, and defend the Indemnified and Released Parties, from and against any and all claims, actions, costs, losses, expenses, demands, damages, and other liabilities of any nature whatsoever (including, but not limited to, the costs and expenses of experts, consultants and attorneys) arising out of or relating to the undersigned's participation in the Activity. The undersigned's duty to protect, indemnify, hold harmless, and defend the Indemnified and Released Parties shall survive the undersigned's participation in the Activity.

The undersigned hereby grants to the Zoo express permission to use his or her name, picture, likeness, and/or voice in any manner for any advertising or promotion for the Zoo, whether broadcast, published, or used in other medium, and to maintain such name, picture, likeness, and/or voice in a database for future use, all without remuneration, all to the fullest extent permitted by applicable law.

The undersigned hereby represents, warrants and covenants that: **(i)** he or she has fully read and understands each provision of this Indemnification, Waiver and Release; **(ii)** he or she has been given a sufficient and reasonable time to consider it; and **(iii)** he or she has relied upon his or her own advice or the advice of his or her own attorney in connection with his or her execution of this Indemnification, Waiver and Release.

Duly executed this _____ day of _____, year of _____.

Signature

Printed Name

Address

Telephone Number