



SAN DIEGO ZOO

Consent and Release for Medical Treatment

I, _____, an adult participant, or the parent/legal guardian of _____, a minor participant, in consideration of being permitted to participate in the ZSSD Sleepover Programs, do hereby on my own behalf or on behalf of the minor participant, execute this Consent and Release for Medical Treatment (the "Consent") with the ZOOLOGICAL SOCIETY OF SAN DIEGO, its related and affiliated entities, officers, directors, employees, agents, successors and assigns (collectively, the "Released Parties").

I understand and agree that this Consent shall be binding on me and/or the minor participant, and my or the minor participant's representatives, executors, heirs, next of kin, administrators, beneficiaries, successors and assigns. I represent and agree that I have the legal capacity and authority to act for and on behalf of myself or for and on behalf of the minor participant. I hereby agree to release, waive and forever discharge and to indemnify, defend and hold harmless the Released Parties from any and all claims, costs, expenses (including attorneys' fees), liabilities and damages, including but not limited to personal injuries or death, whether foreseen or unforeseen, present or future, known or unknown, as a result of, related to or arising out of (1) any insufficiency of my legal capacity or authority to act for and on behalf of myself or the minor participant in the execution of this Consent, (2) any treatment or failure to treat me or the minor participant by any Medical Provider as hereinafter defined, and/or (3) the disclosure of any medical information or records for use in the medical treatment of myself or the minor participant.

This Consent is intended to be as broad and inclusive as permitted by law, and if any portion thereof is held invalid the balance shall continue in full legal force and effect. IT IS THE INTENTION OF THE UNDERSIGNED, BY SIGNING THIS CONSENT AND RELEASE, TO EXEMPT, RELIEVE, RELEASE, WAIVE AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL LIABILITY ARISING OUT OF THE PROVISION OR FAILURE TO PROVIDE MEDICAL CARE, OR ARISING OUT OF THE DISCLOSURE OF MEDICAL INFORMATION OR RECORDS, REGARDLESS OF WHETHER SAME MAY HAVE BEEN CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.

I hereby authorize any licensed physician, emergency medical technician, paramedics, nurses, hospital or other medical or health care facility or provider ("Medical Provider") to provide medical care to me or the minor participant for any injury and/or condition that occurs, manifests or arises during the ZSSD Sleepover or which occurs, manifests, arises out of or relates to any ZSSD Sleepover activities or related activities.

I further authorize any such Medical Provider to perform all procedures or services deemed medically advisable to treat or relieve, or to attempt to treat or relieve, any illness, injury, and/or condition. I acknowledge that there is a possibility of complications and unforeseen consequences in any medical treatment, and I knowingly and voluntarily agree to assume any such risk for and on behalf of myself and/or said minor. I acknowledge that no warranty is being made as to the result of any medical treatment.

I HAVE READ AND UNDERSTAND THE FOREGOING CONSENT AND ACCEPT AND AGREE TO ITS TERMS AND SIGN IT VOLUNTARILY.

Signature of PARTICIPANT/

Signature of PARENT OR LEGAL GUARDIAN
(if PARTICIPANT is under 18 years of age)

Name of PARTICIPANT (Please Print)

Name of PARENT OR LEGAL GUARDIAN (Please Print)

Address

Address

City and State

City and State

Date

Date



**Release of Liability, Voluntary Assumption of Risk, Indemnification
Waiver of Claim, Photo Release and Vehicle Information**

For good and valuable consideration, including the Zoological Society of San Diego's ("ZSSD") agreement to permit the undersigned to participate in the ZSSD Sleepover Program, I, _____, participant or the parent/legal guardian of _____, a minor participant (where applicable), hereby agree to the following terms and conditions:

1. I accept and agree that this release of liability, voluntary assumption of risk, indemnification, waiver of claim and photo release (hereinafter, the "release") shall be binding on me and/or the minor participant, and my or the minor participant's heirs, representatives, executors, next of kin, beneficiaries, administrators, successors and assigns.
2. I, on behalf of myself or on behalf of the minor participant, agree that ZSSD, its related and affiliated entities, officers, directors, employees, agents, successors and assigns (hereinafter, the "Released Parties") shall not be liable for any damages arising from personal injuries (including death), damage to or loss of property or other harm, whether foreseen or unforeseen, present or future, known or unknown, that I or the minor participant may sustain in any way which directly or indirectly results from or arises out of my or minor participant's attendance at and participation in the ZSSD Sleepover or presence at the ZSSD Sleepover site or the site of any ZSSD Sleepover activities (collectively the "claims"). I, on my own behalf or on behalf of minor participant, understand that

THIS RELEASE, INCLUDES ANY CLAIMS BASED IN WHOLE OR IN PART ON THE NEGLIGENCE, ACTION OR INACTION OF ANY OF THE RELEASED PARTIES AND HEREBY RELEASE, WAIVE AND FULLY DISCHARGE, AND AGREE TO RELEASE, WAIVE, AND FOREVER DISCHARGE, THE RELEASED PARTIES FROM ANY AND ALL LIABILITY FOR ANY CLAIMS RESULTING DIRECTLY OR INDIRECTLY FROM MY OR MINOR PARTICIPANT'S ATTENDANCE AT AND PARTICIPATION IN THE ZSSD SLEEPOVER OR PRESENCE AT THE CAMP SITE OR THE SITE OF ANY CAMP ACTIVITIES, EVEN IF CAUSED IN WHOLE OR IN PART BY THE PRESENT OR FUTURE NEGLIGENCE, FAULT, BREACH OF CONTRACT OR OTHER ACT, CONDUCT OR STATUS OF ANY OF THE RELEASED PARTIES. I, ON BEHALF OF MYSELF OR ON BEHALF OF THE MINOR PARTICIPANT, UNDERSTAND THAT THIS RELEASE INCLUDES ANY CLAIMS BASED IN WHOLE OR IN PART ON THE NEGLIGENCE, ACTION OR INACTION OF ANY OF THE RELEASED PARTIES.

3. I, on my own behalf or on behalf of minor participant, hereby acknowledge and understand that the activities included in the ZSSD Sleepover and participation in the ZSSD Sleepover involves certain risks, which may be inherent in those activities, including but not limited to personal

injury, sickness, disease, death, and/or damage to and/or loss of property. I, on my own behalf and/or on behalf of the minor participant, further agree to and do hereby expressly, knowingly and voluntarily assume any and all risks of personal injury, sickness, disease, and/or death to myself or to the minor participant, and/or damages to and/or loss of my or the minor participant's property, real or personal, caused by or arising out of my or the minor participant's involvement in the ZSSD Sleepover and/or presence at the ZSSD Sleepover site or at the site of any ZSSD Sleepover activities. I, on my own behalf or on behalf of the minor participant, hereby represent and certify that I am or the minor participant is in good health and has no mental or physical condition that would prevent my or the minor participant's participation in the ZSSD Sleepover.

4. As a condition of my or the minor participant's participation in the ZSSD Sleepover, I agree that I or the minor participant will abide by safety rules and other instructions provided in writing or verbally to me or the minor participant by ZSSD employees. I acknowledge and agree that if I fail or if minor participant fails to follow the rules or instructions, I or the minor participant will be removed from the ZSSD Sleepover without refund.
5. I further acknowledge and agree that I, or the minor participant, may be transported by the Released Parties to and from the ZSSD Sleepover site and for various activities and that I, on behalf of myself or on behalf of the minor participant, agree to assume all risks in relation to such transportation.
6. I, on my own behalf or on behalf of the minor participant, SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL CLAIMS, WHETHER FORESEEN OR UNFORESEEN, PRESENT OR FUTURE, KNOWN OR UNKNOWN, THAT I OR THE MINOR PARTICIPANT OR MY OR MINOR PARTICIPANT'S HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS OR ANYONE ACTING ON BEHALF OF ANY OF THEM MAY HAVE OR ASSERT, EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, FAULT, STRICT PRODUCT LIABILITY, BREACH OF CONTRACT, OR OTHER ACT, CONDUCT OR STATUS OF ANY OF THE RELEASED PARTIES.
7. This Release is intended to be as broad and inclusive as permitted by law, and if any portion thereof is held invalid, the balance shall continue in full legal force and effect.
8. This Release is not intended to release the Released Parties from any conditions or activity that, as a matter of law, cannot be avoided, waived or released and no provision of this Release should be interpreted as such.

9. I do hereby on my own behalf or on behalf of the minor participant grant ZSSD, its related and affiliated entities, officers, directors, employees, agents, successors and assigns (“ZSSD”), the irrevocable right and permission to photograph or otherwise record me or my child/ward in connection with the ZSSD Sleepover, and to use the photograph or recording (“Photograph”) for all purposes, including advertising and promotional purposes, in any manner in any and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. I waive any right to inspect or approve the use of the Photograph, and acknowledge and agree that the rights granted by this Release are without compensation of any kind. I acknowledge and agree that I have no right, title or interest in the Photographs and agree that such Photographs and the copyright therein are the exclusive property of ZSSD. I hereby release and discharge ZSSD from any and all claims and demands arising out of or in connection with the use of the Photographs, including any and all claims for invasion of privacy or right of publicity.

I HAVE READ AND UNDERSTAND THE FOREGOING RELEASE AND ACCEPT AND AGREE TO ITS TERMS AND SIGN IT VOLUNTARILY.

Signature of PARTICIPANT/

Signature of PARENT OR LEGAL GUARDIAN
(if PARTICIPANT is under 18 years of age)

Name of PARTICIPANT (Please Print)

Name of PARENT OR LEGAL GUARDIAN (Please Print)

Address

Address

City and State

City and State

Date

Date

VEHICLE INFORMATION

For security reasons, provide the license number of vehicle(s) parking overnight.

License Plate Number: _____ **State:** ____ **Vehicle Make/Model:** _____