

WAIVER, RELEASE OF LIABILITY, AND INDEMNIFICATION AGREEMENT

Although the Indianapolis Zoological Society, Inc. (the "Zoo") has made reasonable efforts to assure the safety of the undersigned while providing services to the Zoo and/or participating in the _____ program (the "Program"), there are unavoidable risks in such activities. By my signature below, to the fullest extent permitted by law, I release the Zoo and its directors, trustees, officers, employees, members, guests, visitors, invitees, licensees, permittees, contractors, suppliers, agents, volunteers, sponsors, successors and assigns (the "Zoo Released Parties") from any and all liability for, and waive any and all claims for, injury, loss or damage in any way connected with my providing services to the Zoo and/or participating in the Program and/or presence on the Zoo's grounds or in the Zoo's facilities, including injury, loss or damage caused in whole or in part by the negligence of the Zoo Released Parties (a "Released Claim").

Furthermore, by my signature below, to the fullest extent permitted by law, I agree to indemnify and to hold harmless the Zoo Released Parties from (1) any and all liability and/or claims for injury, loss or damage in any way connected with my services to the Zoo, my participation in the Program, and/or presence on the Zoo's grounds or in the Zoo's facilities (including the cost of defending and/or settling any such liability or claim), even if such liability or claims were caused in part by the negligence of the Zoo Released Parties or other persons, and (2) any Released Claim or any expense, including attorneys' fees (including the cost of defending any Released Claim I might make, or that might be made on my behalf).

THIS IS A WAIVER AND RELEASE OF LIABILITY AND PROMISE TO INDEMNIFY. I HAVE READ THIS AGREEMENT AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I AM SIGNING THIS AGREEMENT VOLUNTARILY.

Date: _____
Signature

Printed Name: _____

If the person participating in the Program, providing services, or present on the Zoo's grounds or in the Zoo's facilities is not yet 18 years old:

In exchange for my child or ward being allowed to provide services to the Zoo and/or participate in the Program and/or to be present on the Zoo's grounds or in the Zoo's facilities, and as the parent or legal guardian of the above-named individual, I verify that I fully understand, agree to, and accept all provisions of this Waiver, Release of Liability, and Indemnification Agreement on behalf of my child or ward and also with respect to any claims I may have against any of the Zoo Released Parties with respect to my child's or ward's participation in the Program, provision of services, or presence on the Zoo's grounds or in the Zoo's facilities.

Date: _____
Signature (Parent or Legal Guardian)

Printed Name: _____