

## Exhibit E

### 2023 Liability Waiver

For Adults & Minors

PLEASE READ CAREFULLY

#### LIABILITY RELEASE AND VOLUNTARY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

I, \_\_\_\_\_, on behalf of myself and/or the minor child(ren) identified below (hereinafter "Minor Participant"), hereby acknowledge and freely and voluntarily agree to all terms contained in this Liability Release and Voluntary Assumption of Risk and Indemnity Agreement (hereinafter "Release") as material consideration for the agreement by SEA WORLD OF TEXAS LLC d/b/a SEAWORLD SAN ANTONIO, its parent corporation, subsidiaries, related and affiliated entities, including but not limited to, SeaWorld Parks & Entertainment, Inc. and all their officers, directors, partners, members, employees, volunteers, consultants, agents, successors and assigns ("collectively, the "Released Parties") that Minor Participant be allowed to participate in the **Midwest Cheer & Dance Academy, Inc. event** to be held on **APRIL 29 & 30, 2023** in **San Antonio, Texas**, and all activities preceding and following such event (hereinafter "Activities").

	Name of Minor Child	Date of Birth
Minor Participant No. 1:		
Minor Participant No. 2:		

1. I am at least 18 years of age or older and I have the authority to contract on my own behalf. I further certify that I am the parent and/or legal guardian of Minor Participant listed above and I have the legal capacity to enter into this agreement on their behalf. I represent that I am, or Minor Participant is in good health and there are no physical conditions that would or should prevent me or Minor Participant from attending or participating in the Activities.
2. I, individually and/or on behalf of Minor Participant, understand that there are inherent **RISKS involved in participating in the Activities**, which include but are not limited to, executing strenuous and demanding physical techniques; vigorous physical exertion, collisions with walls, any cheerleading apparatus, floors or mats, falling, tumbling or hitting any cheerleading apparatus, the floor, mats, ceiling, stands, equipment or other surfaces, physical contact with other participants (including spotters whose role is to enhance safety and learning), failure to participate within one's abilities, the mechanical failure of any cheerleading apparatus, spinal cord injuries which may result in permanent paralysis, permanent disability, paralysis, head injuries, scrapes, cuts, bruises, physical trauma, broken bones, fractured bones, sprains, strains, muscle tears, and/or more serious injuries or illnesses such as bodily injury, even death, which may be caused by my or Minor Participant's actions or inactions or the actions or inactions of others participating in the Activities, the conditions in which the Activities take place or the negligence of the Released Parties, whether passive or active. **I, individually and/or on behalf of Minor Participant, agree to ASSUME ALL RISKS**, known and unknown, of personal injuries, possible death and damages to or loss of property stemming from my or Minor Participant's participation in the Activities and to assume all responsibility for losses, costs and damages I or Minor Participant may incur, where such risks or losses arising from or are in any way connected with my or Minor Participant's attendance at or participation in the Activities.  

\_\_\_\_\_ INITIALS
3. I, individually and/or on behalf of Minor Participant, agree to **RELEASE, WAIVE and FOREVER DISCHARGE Released Parties from any and all claims, losses, demands, damages, expenses, lawsuits, causes of action and judgments**, whether foreseen or unforeseen, known or unknown, present or future, resulting from, arising out of or in any way connected with my or Minor Participant's attendance at and/or participation in the Activities including but not limited to, any claims for personal injuries, including death, illnesses and/or damage to or loss of personal property, or claims for violation of the rights of privacy or publicity or any other proprietary right I or Minor Participant may have, **whether caused in whole or in part by the NEGLIGENCE, STRICT LIABILITY or other FAULT (excluding gross negligence and intentional torts) of the Released Parties or any entity or person performing any function with respect to the Activities.**  

\_\_\_\_\_ INITIALS

4. I, individually and/or on behalf of Minor Participant, further agree to **defend, indemnify and hold harmless the Released Parties** from and against any expenses, attorneys' fees, loss, liability, damages or cost they may incur arising from any claim or lawsuit brought against them for any injuries, wrongful death, losses or damages of any kind that have been released or discharged by this Release **whether caused in whole or in part by the NEGLIGENCE, STRICT LIABILITY or other FAULT (excluding gross negligence and intentional torts) of the Released Parties or any entity or person performing any function with respect to the Activities**. I, individually and/or on behalf of Minor Participant, understand and agree that this indemnity obligation includes any claims, actions, damages or lawsuits brought by me or by anyone else on my or Minor Participant's behalf, including those for personal injuries, illness or damage to or loss of real or personal property arising from my or Minor Participant's attendance or participation in the Activities.

\_\_\_\_\_ INITIALS

5. I, individually and/or on behalf of Minor Participant, hereby grant the Released Parties the irrevocable right and permission to photograph or otherwise record me or Minor Participant in connection with the Activities, 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, individually and/or on behalf of Minor Participant, waive any right to inspect and approve the use of the Photograph, and acknowledge and agree that the rights granted by this Release are without compensation of any kind. I, individually and/or on behalf of Minor Participant 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 the Released Parties. I, individually and/or on behalf of Minor Participant agree to release and discharge the Released Parties from any claims, actions, damages, demands, costs, expenses (including attorneys' fees) or lawsuits of any kind (excluding gross negligence or intentional torts) by reason of the sale, distribution or use of such Photographs.

6. I, individually and/or on behalf of Minor Participant, hereby understand that this Release is intended to be as broad and inclusive as permitted by Texas law, and that 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 Texas 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.

7. I, individually and/or on behalf of Minor Participant, acknowledge and agree that this Release shall be governed by the substantive provisions of Texas law, without reference to its principles of conflicts of law. Any claim or lawsuit brought to interpret or enforce the terms of this Release shall be brought in federal court in the district in which Bexar County is located or in the absence of federal court jurisdiction, in a state court of competent jurisdiction in Bexar County, Texas.

8. I, individually and/or on behalf of Minor Participant, agree that this Release shall be binding upon me, Minor Participant and our family members, legal representatives, executors, heirs, next of kin, successors, beneficiaries and assigns.

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

**IF PARTICIPANT IS UNDER 18 YEARS OF AGE, SIGNATURE OF PARENT/LEGAL GUARDIAN IS REQUIRED BELOW:**

Parent and/or Legal Guardian's Signature: \_\_\_\_\_

Parent and/or Legal Guardian's Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_ Address: \_\_\_\_\_