

## CONTENT LICENSE AGREEMENT AND PUBLICITY RELEASE

This CONTENT LICENSE AGREEMENT AND PUBLICITY RELEASE (hereinafter, the "Release") is made by and between SEAWORLD PARKS & ENTERTAINMENT, INC. ("SeaWorld"), its subsidiaries, related and affiliated entities (including, but not limited to, SeaWorld's affiliated theme parks, SEAWORLD SAN ANTONIO, SEAWORLD SAN DIEGO, BUSCH GARDENS TAMPA BAY, ADVENTURE ISLAND, BUSCH GARDENS WILLIAMSBURG, WATER COUNTRY USA, SESAME PLACE, SEAWORLD ORLANDO, DISCOVERY COVE, AQUATICA ORLANDO, AQUATICA SAN ANTONIO AND AQUATICA SAN DIEGO), officers, directors, partners, members, shareholders, employees, volunteers, consultants, agents, successors and assigns (collectively, "**Busch Gardens Tampa Bay**") and you, a person over the age of eighteen (18) ("**you**"), in connection with your submission of text, photographs, videos and other content through social media channels (collectively, the "**Content**") to **Busch Gardens Tampa Bay** for use on one or more of its website and/or social media accounts (collectively, the "Websites").

By responding to our request for consent with the hashtag #yesBGTB, you agree to the following terms of this Agreement

- 1. CONTENT LICENSE.** You hereby grant the **Busch Gardens Tampa Bay** a perpetual, royalty-free, irrevocable right and license to all intellectual property rights in the Content, including, without limitation, the right to use, edit, adapt, modify, reproduce, promote, display, distribute, perform, assign and otherwise use and exploit the Content throughout the world and on the Websites now known or hereinafter developed and for any purpose (including, without limitation, for **Busch Gardens Tampa Bay**'s commercial purposes) without compensation or attribution to you. You agree that no material incorporating the Content need be submitted to you for review or approval. **Busch Gardens Tampa Bay** reserves the right in its sole and absolute discretion to remove without notice or to refuse to post any Content.
- 2. PUBLICITY RELEASE.** You hereby grant **Busch Gardens Tampa Bay** the irrevocable right and permission to use, separately or together, my name, voice, statements, photograph, likeness, recorded performance and/or biographical information, in whole or in part, on the Websites now known or hereinafter developed, in perpetuity throughout the world, for all purposes, including advertising and promotional purposes, without restriction as to alteration. Furthermore, if the Content includes any individuals under the age of eighteen (18) (each a "Minor Participant"), you hereby grant **Busch Gardens Tampa Bay** the irrevocable right and permission to use, separately or together, the Minor Participant's name, voice, statements, photograph, likeness, recorded performance and/or biographical information, in whole or in part, on the internet and in all media now known or hereinafter developed, in perpetuity throughout the world, for all purposes, including advertising and promotional purposes, without restriction as to alteration. You agree that the rights granted by this Release are without compensation or attribution of any kind. You agree that no material incorporating your identity or the identity of any Minor Participant need be submitted to you for review or approval.
- 3. 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 **Busch Gardens Tampa Bay** to exploit the rights granted in this Release; (vii) the Content is wholly original, free and clear of any restrictions or claims by any third party, and 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 (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination and false advertising); (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; and (x) the Content does not contain any computer viruses, worms, Trojan horses, spyware or other potentially damaging technologies or malicious code that could impact the operation of the Websites.

4. **INDEMNIFICATION.** You hereby agree to indemnify, defend, release and hold harmless **Busch Gardens Tampa Bay** 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 **Busch Gardens Tampa Bay** 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) the **Busch Gardens Tampa Bay's** use of the Content; and (v) **Busch Gardens Tampa Bay's** use of your and/or any Minor Participant's name, voice, photograph, likeness, recorded performance and/or biographical information.
5. **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.
6. **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 **Hillsborough 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 me. **Busch Gardens Tampa Bay** reserves the right to modify this Agreement, at any time without prior notice.
7. **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.**