

monsterfish, llc presents

# THE GAINESVILLE FEAR GARDEN

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## WAIVER OF LIABILITY

### Assumption of Risk and Waiver of Liability relating to COVID-19

By attending The Gainesville Fear Garden and in consideration thereof and in consideration for being able to visit and/or participate in this event and/or attractions at The Gainesville Fear Garden:

I agree, understand, and acknowledge that an inherent risk of exposure to the disease COVID-19 (as defined by the World Health Organization and any strains, variants, or mutations thereof) and SARS-CoV-2 (the virus that can cause COVID-19) (collectively, "COVID-19"), and any other communicable or infectious disease, exists in any public place where people are present. COVID-19 is an extremely contagious communicable disease that can lead to severe illness and death. No precautions can eliminate the risk of exposure to COVID-19, and the risk of exposure applies to everyone. According to the Centers for Disease Control and Prevention ("CDC"), older adults (people 65 years and older) and people of any age who have underlying medical conditions might be at higher risk for severe illness and death from COVID-19. I acknowledge that the risk of exposure to COVID-19 and any other communicable or infectious disease includes the risk that I will expose others that I later encounter, even if I am not experiencing or displaying any symptoms of illness myself. By visiting and/or participating in the event and/or attractions at The Gainesville Fear Garden, I agree to voluntarily assume any and all risks in any way related to exposure to COVID-19 and any other communicable or infectious disease, including illness, injury, or death of myself or others, and including without limitation, all risks based on the sole, joint, active or passive negligence of The Gainesville Fear Garden its parent corporations, affiliates, officers,



directors, employees and landlord. I acknowledge that my visit and participation are entirely voluntary. On my own behalf and on behalf of my heirs, executors, personal representatives, administrators, and assigns, I agree to forever waive, covenant not to sue, release, and discharge The Gainesville Fear Garden its parent corporations, affiliates, officers, directors, employees and landlord, from any and all liability, claims, causes of action, damages, costs, or expenses of every kind, including all claims and causes of action based on the sole, joint, active or passive negligence of The Gainesville Fear Garden its parent corporations, affiliates, officers, directors, employees and landlord, arising out of or in any way relating to exposure to COVID-19 and any other communicable or infectious disease during my visit to and/or participation in event and/or attractions at The Gainesville Fear Garden. This waiver of liability and the assumption of risk set forth above is intended to be as broad and inclusive as is permitted by law. I agree to follow all posted instructions at the event and/or attractions, including but not limited to: not attending if I am sick or have recently had any fever or flu like symptoms, wearing proper face coverings where required, maintaining a minimum of 6' of distance from any other patron, employee or any other person who I have not come to the event with, have my temperature checked if required, wash or disinfect my hands before and after experiencing any attractions or when I have touched any surface at the event/attractions.

I attest, acknowledge, and agree that any individual for whom I have bought an admission ticket for or who uses an admission ticket purchased by me has independently and carefully read this Assumption of Risk and Waiver of Liability relating to COVID-19 and has knowingly and independently acknowledged and agreed to all its provisions. If any provision or part thereof of these terms and conditions is held to be invalid, void, or unenforceable by a court of competent jurisdiction, such provision or part thereof shall be deemed modified to conform to applicable law, or if this would cause an illogical or unreasonable result, such provision or part thereof shall be stricken from the terms and conditions without affecting the binding force or effect of any other part or provision.



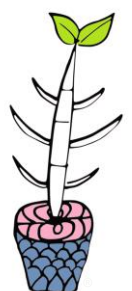
### General Assumption of Risk and Waiver of Liability

I agree that The Gainesville Fear Garden reserves the right to refuse admission to anyone. I will experience intense audio, lighting, extreme low visibility, strobe lights, fog, damp or wet conditions, moving floors, special effects, sudden actions and an overall physically demanding environment. I will not enter if I suffer from asthma, heart condition, am prone to seizures, have physical ailments, have respiratory or any type of medical problem, am pregnant or suffer any form of mental disease including claustrophobia. I will not enter if I am intoxicated, wearing any form of cast, medical brace, using crutches or have any type of physical limitation or using drugs of any type. I will not smoke, run, eat or drink inside the attractions. I will not touch any of the actors, customers or props inside the attractions. I will not take any photos or video inside the attractions.

I agree that my admission ticket is a revocable license and may be taken away from me and admission refused. I understand that there is an inherent risk involved with attending this event/attraction. I voluntarily assume all risks and dangers associated with participation in this attraction. In consideration and acceptance of entrance into the attraction I agree to release The Gainesville Fear Garden, its parent corporations, affiliates, officers, directors, employees and landlord from any liability for any harm, injury or death, cost or expense whatsoever that may arise directly or indirectly from attending this event or any of the attractions at this location.

I attest, acknowledge, and agree that any individual for whom I have bought an admission ticket for or who uses an admission ticket purchased by me has independently and carefully read this General Assumption of Risk and Waiver of Liability and has knowingly and independently acknowledged and agreed to all its provisions.

If any provision or part thereof of these terms and conditions is held to be invalid, void, or



unenforceable by a court of competent jurisdiction, such provision or part thereof shall be deemed modified to conform to applicable law, or if this would cause an illogical or unreasonable result, such provision or part thereof shall be stricken from the terms and conditions without affecting the binding force or effect of any other part or provision.

No outside alcohol or weapons of any kind are allowed on the property. All persons and property entering the event premises are subject to search. Security cameras are in use at the event. Photography of any kind is not allowed inside of the attractions.

Upon entering the property, you grant to Monsterfish, LLC, its employees, agents, and assign the right to photograph/video you and your dependent(s) for use on print, electronic, digital media and publications.

