

INDEMNIFICATION AND WAIVER OF LIABILITY BY VISITORS TO THE HAZEL OUTDOOR DISCOVERY CENTER

On behalf of myself and any and all individuals invited by me and included in this online reservation (collectively, "Guest(s)"), I agree to the following:

- I have authority to accept the terms and conditions of this agreement on behalf of myself and all Guest(s) and to bind myself and all Guest(s) to the terms set forth herein.
- All Guest(s) accept that it is their responsibility to comply with the guidelines of the Center for Disease Control and the State of Maryland relating to COVID-19.
- Guest(s) agree that they are personally responsible for their safety and actions while visiting the Hazel Outdoor Discovery Center ("HODC").
- Guest(s) agree to comply with all HODC policies and rules, including but not limited to all HODC policies, guidelines, signage, and instructions. Because the HODC is open for use by other individuals, Guest(s) recognize that they are at a higher risk of contracting COVID-19. With full awareness and appreciation of the risks involved, Guest(s), for themselves and on behalf of their families, spouses, estates, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue the Hazel Farm Property Foundation, Inc., its trustees, directors, officers, agents, servants, independent contractors, affiliates, employees, volunteers, successors, and assigns (collectively, the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, injury, or death, including the contracting of COVID-19, that may be sustained by Guest(s) for any reason, whether caused by the negligence of the Released Parties but excluding willful misconduct or gross negligence, any third-party using the HODC, or otherwise, while participating in any activity while in, on, or

around the HODC and/or while using any HODC facilities, exhibits, programs, materials or amenities.

- Guest(s) agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorneys fees) arising either directly or indirectly from or related to any and all claims made against any of the Released Parties due to bodily injury, death, property damage, loss of use, monetary loss, or any other injury from or related to their use of the HODC facilities, exhibits, programs, materials, or amenities, whether caused by the negligence of the Released Parties but excluding willful misconduct or gross negligence.
- Guest(s) agree that this Waiver of Liability shall be governed by and construed in accordance with Maryland law, and that, if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Waiver of Liability as a whole.
- By accepting the terms and conditions set forth herein, I acknowledge and represent that I have read the foregoing Indemnification and Waiver of Liability, understand it and sign it voluntarily as my own free act and deed, intending to bind myself and any and all Guest(s), including without limitation the Release of Liability and indemnification requirements contained in this document; I acknowledge that I am sufficiently informed about the risks involved in using the HODC to decide whether to accept the terms and conditions of this document, no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I accept the terms and conditions of this document for full, adequate, and complete consideration fully intending to be bound by the same. Attached hereto as **Exhibit A** and incorporated by reference herein is the List of Guests bound hereby.

WITNESS:

Signature

Printed Name

Date