

## PARTICIPANT RELEASE, WAIVER OF LIABILITY AND INDEMNIFICATION

BY SIGNING THIS FORM, I REPRESENT AND WARRANT THAT EITHER (1) I AM A PARTICIPANT ("Participant") IN AN EVENT HOSTED BY **CALLAWAY GARDENS RESORT, INC. ("CALLAWAY")** AT THE LOCATION SPECIFIED BELOW ("EVENT(S)"), OR (2) I AM THE PARENT OR LEGAL GUARDIAN OF SUCH PARTICIPANT, A MINOR, WITH THE AUTHORITY TO SIGN THIS DOCUMENT ON THE PARTICIPANT'S BEHALF.

**EVENT NAME:** March of Dimes- Fantasy in Lights Walk Night

**EVENT LOCATION:** Callaway Resort & Gardens

**DATE OF EVENT/EVENT START DATE:** November 13, 2021

In consideration for being allowed to voluntarily participate in the Event(s), Participant, on my own behalf, or parent/legal guardian on the Participant's behalf, hereby agrees as follows:

### **ACKNOWLEDGMENT AND ASSUMPTION OF RISK OF INJURY OR DEATH:**

**The Risks:** I, on my own behalf as the Participant or on the Participant's behalf as parent or legal guardian of the Participant, acknowledge that Participant is aware of the dangers and risks to Participant in participating in the Event(s) and understand the Event(s) involves risks to Participant which could result in serious injury, illness, or death, including, without limitation, injuries associated with temperature, weather, terrain, lack of hydration, vehicular traffic or the physical activities of the Event(s). I, on my own behalf as the Participant or on the Participant's behalf as parent or legal guardian of the Participant, also understand that there are potential risks which may presently be unknown and hereby assume any and all risks associated with participation in the Event(s). Participant, on my own behalf, or parent/legal guardian on behalf of Participant certify that Participant is physically fit, has sufficiently prepared for participation in this activity, has not been advised to not participate in the Event(s) by a qualified medical professional and there are no health-related reasons or problems which preclude Participant's participation in this Event(s).

**The Risks Relating to Coronavirus/COVID-19:** The World Health Organization has declared the novel coronavirus, COVID-19, a worldwide pandemic. An inherent risk of exposure to COVID-19 exists in any public place where people are present. COVID-19 is extremely contagious. The state of medical knowledge is evolving, but pursuant to the Center for Disease Control and Prevention ("CDC") the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death. The CDC advises that older adults and people of any age who have underlying medical conditions are especially vulnerable to severe illness from COVID-19.

CALLAWAY cannot prevent you, people accompanying you, your household, or members of your family from becoming exposed to, contracting, or spreading COVID-19 while participating in the Event(s). Further, participating in the Event(s) may increase your risk, and therefore

your family members' and persons within your household's risk, of being exposed to and/or increasing your risk of contracting or spreading COVID-19.

**ASSUMPTION OF RISKS:** By signing this Form, I acknowledge I have read and understand the above warning concerning the contagious nature of COVID-19 and voluntarily chose to accept the risk that I, as well as those who are accompanying me, my household, or members of my family may be exposed to, contract, or spread COVID-19. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to persons of my household or family, or myself, including, but not limited to, illness, disability, personal injury, death, damage, loss, claim, liability, or expense, of any kind, that I, my family members, or my household may experience or incur in connection with exposure to Covid-19. I understand that the risk of becoming exposed to COVID-19 while participating in the Event(s), may result from the actions, omissions, or negligence of myself and others, including, but not limited to, CALLAWAY employees, contractors, agents, affiliates, members, shareholders, directors and officers.

**The Rules:** Because of the dangers of participating in the Event(s), I, on my own behalf as the Participant or on the Participant's behalf as parent or legal guardian of the Participant, recognize the importance of complying with and Participant agrees to, and if the Participant is a minor, I, as the parent or guardian of Participant, shall ensure that Participant fully complies with, the applicable laws, policies, rules and regulations, including, but not limited to, the rules and regulations of **CALLAWAY** and any supervisor's instructions or posted warnings regarding participation in the Event(s).

**Inspection:** The Participant has, and if the Participant is a minor, I have, as the parent or guardian of Participant, the right and responsibility to inspect all equipment and facilities prior to the Event(s) and, if the Participant or the Participant's parent or guardian believe(s) that anything may be unsafe, the Participant or the Participant's parent or guardian will advise **CALLAWAY** of the condition and the Participant may refuse to participate.

### **PARTICIPATION MEANS THAT PARTICIPANT AND, IF APPLICABLE, THE PARTICIPANT'S PARENT OR GUARDIAN CONSENT TO THESE TERMS:**

**CALLAWAY and Herschend Family Entertainment Corporation ("HFEC")**, and their respective subsidiaries, affiliates, and all advertising, promotion or fulfillment agencies, promotional partners and entities whether or not involved with the operation of the location where the Event takes place and their respective boards, officers, and employees (collectively, "Releasees") have no responsibility or liability for injury or death resulting from the Event(s).

I, on my own behalf as the Participant or on the Participant's behalf as parent or legal guardian of the Participant, agree that Participant voluntarily elects to participate in the Event(s) with knowledge of the dangers and risks involved. If I am signing this document as the parent or guardian of the Participant, I agree that I have warned Participant of the dangers and risks involved. I, on my own behalf as the Participant or on the Participant's behalf as parent or legal guardian of the Participant, acknowledge and agree that Releasees are permitting Participant to participate in the Event(s) in reliance upon this **PARTICIPANT RELEASE, WAIVER OF LIABILITY AND INDEMNIFICATION**.

## PARTICIPANT RELEASE, WAIVER OF LIABILITY AND INDEMNIFICATION

I, on my own behalf as the Participant or on the Participant's behalf as parent or legal guardian of the Participant, consent to receive medical treatment which may be deemed advisable in the event of injury, accident and/or illness during the Event(s).

### WAIVER OF LIABILITY AND INDEMNIFICATION:

Participant, on my own behalf, or on the Participant's behalf as parent or legal guardian of the Participant and on behalf of Participant's personal representatives, heirs, next of kin, successors and assigns, forever:

**1. RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE RELEASEES FOR ANY AND ALL LIABILITY FOR PARTICIPANT'S DEATH, DISABILITY, DISEASE, PERSONAL INJURY, PROPERTY DAMAGE, PROPERTY THEFT, USE OF PERSONAL OR MEDICAL INFORMATION OR CLAIMS OF ANY NATURE WHICH MAY HEREAFTER ACCRUE TO PARTICIPANT OR PARTICIPANT'S ESTATE AS A DIRECT OR INDIRECT RESULT OF PARTICIPANT'S PARTICIPATION IN THE EVENT(S).**

2. Agree to defend, indemnify, and hold harmless Releasees from and against any and all claims of any nature, including, without limitation, all costs, expenses and attorney's fees, which in any manner result from Participant's participation in the Event(s).

This **PARTICIPANT RELEASE, WAIVER OF LIABILITY AND INDEMNIFICATION** shall be construed broadly to provide a release, indemnification, and waiver to the maximum extent allowed by law. I, on my own behalf as the Participant or on the Participant's behalf as parent or legal guardian of the Participant, affirm the following: (a) I am freely signing this form; (b) I have read this form and fully understand that by signing this form I am giving up legal rights and/or remedies which may otherwise be available to Participant regarding any injury, losses or death Participant may sustain as a result of participation in the Event(s); (c) I agree that if any portion hereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect and (d) if, notwithstanding this release, an action is brought on behalf of Participant or Participant's personal representatives, heirs, next of kin, successors and assigns for damages arising out of such participation which requires Releasees to expend attorney's fees and costs, I agree to indemnify and hold Releasees harmless for and against all such fees and costs.

### PHOTOGRAPHY/VIDEO RELEASE:

Participant understands that while participating in this Event, Participant may be photographed. Participant, on my own behalf, or parent/legal guardian on behalf of Participant agree to allow Participant's photo, video or film likeness or image to be used and reused in any medium for any legitimate purpose of CALLAWAY, HFEC or their subsidiaries or affiliates. Participant understands and agrees that Participant will not be paid for use/reuse of my likeness or image described above. Participant, on my own behalf, or parent/legal guardian on behalf of Participant, also waive, release and discharge CALLAWAY, HFEC and their subsidiaries and affiliates from any and all claims arising from the use or reuse of my likeness or image described above.

**SIGNATURE OF PARTICIPANT (REGARDLESS OF AGE) – ALL PARTICIPANTS MUST SIGN**

I HAVE READ THIS DOCUMENT AND HAVE HAD AN OPPORTUNITY TO ASK QUESTIONS ABOUT IT AND I UNDERSTAND THAT I HAVE GIVEN UP IMPORTANT RIGHTS BY SIGNING IT. I UNDERSTAND THAT THERE IS A CHANCE THAT I COULD BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS EVENT OR EVENTS, AND EVEN THOUGH THERE IS A RISK OF INJURY OR DEATH TO ME, I HAVE DECIDED TO PARTICIPATE, AND I AM SIGNING THIS FREELY AND VOLUNTARILY.

Printed Name of Participant: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_

Date of Participant Signature: \_\_\_\_\_

**NOTICE TO THE PARTICIPANT'S PARENT OR GUARDIAN (IF PARTICIPANT IS A MINOR CHILD) – PARENT OR GUARDIAN MUST SIGN IF PARTICIPANT UNDER THE AGE OF 18**

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS EVENT OR EVENTS. YOU ARE AGREEING THAT, EVEN IF THE RELEASEES USE REASONABLE CARE IN HOSTING THIS EVENT OR EVENTS, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THE EVENT OR EVENTS BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE EVENT OR EVENTS WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASEES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH TO YOUR CHILD OR ANY PROPERTY DAMAGE. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE RELEASEES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Printed Name of Minor Participant: \_\_\_\_\_

Age of Minor Participant: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_

Date of Parent/Guardian Signature: \_\_\_\_\_