



Waiver and Release Form

Behind the Scenes Tours

Waiver, Release of Liability, Assumption of Risk and Indemnification. This document limits your right to make claims, please read it carefully.

1. I ACKNOWLEDGE, agree, and represent that I understand that my participation in the Behind the Scenes Tour Program (the "Program"), entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death or damage to myself, to property or to third parties.
2. I FULLY UNDERSTAND and AGREE that:
 - The Program's risks, hazards and dangers, include, among other things, risk of personal injury and illness, permanent disability, paralysis, and even death, from exposure to live animals, adverse weather, transportation injuries, flaws and/or defects in facilities and equipment, and uneven terrain within the Zoo. (the "Risks").
 - These Risks may be caused by my own actions, or inactions, the actions of others participating in the Program, the conditions in which the Program takes place, or the negligence of the "Released Parties" named below. There may also be other risks, which may not be known by me, or predicted and controlled by the Program, and which could result not only in injury but in social, economic, or other kinds of losses either not known to me or not foreseeable at this time and I acknowledge these are included within the Risks.
 - I FULLY AND VOLUNTARILY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Program.
3. I AGREE AND WARRANT that I will examine the conditions of each Program in which I take part and that, if I observe any condition which I consider to be unacceptably hazardous or dangerous, I will notify the proper authority in charge of the Program and will refuse to take part in the Program until the condition has been corrected to my satisfaction.
4. I ACKNOWLEDGE that my participation in this Program is purely and solely voluntary.
5. Due to the 2019-2020 outbreak of the novel Coronavirus (COVID-19), our business is taking extra precautions with the care of every client to include health history review and enhanced sanitation/disinfecting procedures in compliance with CDC guidance and state and local health orders.
6. I UNDERSTAND the highly contagious nature of COVID-19 and the risk that I may be exposed to or contract COVID-19 by engaging in the Program. I UNDERSTAND AND ACKNOWLEDGE that exposure or infection may result in serious illness, personal injury, permanent disability, death, or property damage, and that any such consequence as a result of engaging in the Program is not attributable to any of the Released Parties .
7. I UNDERSTAND the below COVID-19 symptoms and affirm that I, as well as all household members, do not currently have, nor have experienced the symptoms listed below within the last 14 days.
 - a. Symptoms of COVID-19 include:
 - i. Fever
 - ii. Fatigue
 - iii. Dry Cough
 - iv. Difficulty Breathing
8. I AFFIRM that I, as well as all household members, have not been diagnosed with COVID-19 within the past 30 days. I have not knowingly been exposed to anyone diagnosed with COVID-19 within the past 14 days.
9. I UNDERSTAND that the Sacramento Zoo cannot be held liable for any exposure to the COVID-19 virus caused by misinformation on this form or the health history provided by each client.



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10. I ACKNOWLEDGE that the Sacramento Zoological Society (the “Sacramento Zoo”) might from time to time take photographs of the participants and attendees of Zoo programs and activities, and that such photographs might be used in zoo brochures and zoo program advertising (the “Photographs”). I further acknowledge that as a result of my participation in zoo programs and my presence at the zoo premises, our/my image might from time-to-time be included in the Photographs. We/I hereby authorize the zoo and its agents to take, use, display, publish, reproduce and distribute any and all Photographs that include my image and to create derivative works based upon all such Photographs.

11. I HEREBY RELEASE, discharge, and covenant not to sue the Sacramento Zoo, or any of their administrators, directors, agents, officers, volunteers and employees, other participants in the Program, Program organizers, any sponsors, vendors, advertisers, and owners and lessors of premises on which the Program takes place (collectively, the “Released Parties”), and each of them, of and from, and do discharge and waive, any and all claims, demands, losses, damages, and liabilities that I may have or sustain with respect to any and all property damage, economic loss, medical expense, personal injury and other expense, injury or harm, and/or death, arising directly or indirectly from participation in volunteer or other activities with the Program, including without limitation any and all of those Risks described above.

The foregoing sentence shall apply (without limitation) to all claims, demands, losses, damages, and liabilities, including but not limited to claims for negligence, to the broadest extent permitted by applicable law. I covenant not to sue any of the Released Parties in connection with any of the released claims, demands, losses, damages, and liabilities.

The covenants and undertakings of this document are given for and on behalf of and shall be binding upon me, my family, heirs, estate, next of kin, executors, administrators, legal representatives, beneficiaries, successors and assigns.

12. I UNDERSTAND that by signing this release, I am waiving any and all claims of any kind arising out of or attributable to my engaging in the Program and being exposed to or contracting COVID-19, including those claims that may be unknown to me, or which I do not suspect to exist at this time. **WITH THE INTENTION OF WAIVING ALL UNKNOWN AND UNSUSPECTED CLAIMS, I HEREBY EXPRESSLY WAIVE ALL RIGHTS, BENEFITS, AND PROTECTIONS I MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH READS AS FOLLOWS:**

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

13. I AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS the Released Parties, and each of them, from and against any and all claims, demands, losses, damages, attorney fees and costs, expenses, and liabilities made against or incurred by any of them, including those for indemnity, contribution or otherwise, arising from my participation in the Program activities and the Risks, whether resulting from claims, actions or lawsuits asserted by me or by another person against the Released Parties, except to the extent prohibited by applicable law.



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I am an adult, aged 18 or over. I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and voluntarily and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force.

Participant Name

Birth Date

Participant Signature

Date

Emergency Contact Name

Phone

Minor Participation

I am the Parent/Guardian of the below-named Participant who is under eighteen years of age and has voluntarily applied to participate in the above Program. I am fully competent to sign this waiver and do so voluntarily

I give permission for Participant to participate in the above-reference Program. I acknowledge that the nature of the Program could possibly expose the Participant to hazards or Risks that could result in personal injury and illness, permanent disability, paralysis, and even death, from exposure to live animals, adverse weather, transportation injuries, flaw and or defects in facilities and equipment, and uneven terrain within the Zoo management boundary. I grant Sacramento Zoo and its employee's full authority to take whatever actions they may consider to be warranted under any circumstances regarding the protection of Participants' health and safety. I understand and agree that if participant does not comply with all rules, code of conduct and instructions relating to this Program, Sacramento Zoo has the right to terminate his/her participation in the activity without refund.

I have carefully read this agreement and understand it to be a release of all claims and causes of action for participant's injury or death or damage to participants; property that occurs while participating in the Program.

Participant Name (under 18)

Birth Date

Parent or Guardian Signature

Date

Emergency Contact Name

Phone