

**CORONAVIRUS (COVID-19)
INDEMNIFICATION AND WAIVER OF LIABILITY**

VISITORS TO THE MARYLAND ZOO IN BALTIMORE

In order to protect the citizens of the State of Maryland and the City of Baltimore and beyond from illness associated with Coronavirus (COVID-19), the State and City have issued various orders imposing requirements and/or providing safety recommendations related to COVID-19.

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 Guest(s) and to bind myself and Guest(s) to the terms of this agreement.
- Via this agreement, Guest(s) accept that it is their responsibility to comply with the guidelines of the City of Baltimore 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 MARYLAND ZOO IN BALTIMORE ("Zoo").
- Guest(s) agree to comply with all Zoo policies and rules, including but not limited to all Zoo policies, guidelines, signage, and instructions. Because the Zoo is open for use by other individuals, Guest(s) recognize that they are at 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 MARYLAND ZOO IN BALTIMORE, THE MARYLAND ZOOLOGICAL SOCIETY, their board members, 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, any third-party using the Zoo, or otherwise, while participating in any activity while in, on, or around the Zoo and/or while using any Zoo 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 by or 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 Zoo facilities, exhibits, programs, materials, or

amenities, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.

- 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 of this agreement below, 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 Zoo 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.