

Safety Waiver

*** * * * PLEASE READ THIS DOCUMENT CAREFULLY * * Ocoee Valley Farms DBA The River Maze, PARTICIPANT ARBITRATION, INDEMNIFICATION, WAIVER, GENERAL RELEASE, AND ASSUMPTION OF RISK AGREEMENT (“AGREEMENT”)**

LEGAL RIGHTS: By accepting this AGREEMENT, I understand that I am waiving certain rights for myself, and the minors named herein, including the right to pursue any legal action or claim.

AUTHORIZATION TO ACCEPT: By accepting this AGREEMENT, I represent, under penalty of perjury, that I am actually authorized to accept this AGREEMENT on behalf of all individuals named herein, and I am authorized to waive any rights held by those individuals to pursue a claim or legal action against **Ocoee Valley Farms DBA The River Maze** for any injury, including paralysis or death, caused in whole or in part by the negligence or fault of **Ocoee Valley Farms DBA The River Maze**, including any of its owners, affiliates, agents, employees, insurers, vendors, and suppliers. I acknowledge and understand that **Ocoee Valley Farms DBA The River Maze** is relying upon this representation before allowing participants to enter and use this facility. I further understand, acknowledge, and agree that any fraudulent or inaccurate representation in this AGREEMENT may subject me to certain obligations and legal action, including but not limited to defense and indemnification, fraud, and trespass. I understand that accepting on behalf of a minor without legal authority may result in legal penalties, including personal liability for claims brought by or on behalf of the minor.

Personal Responsibility: In order to gain access to any of the facilities at **Ocoee Valley Farms DBA The River Maze’s** premises, including, but not limited to, the interior and exterior of the **Ocoee Valley Farms DBA The River Maze** farm structures/ buildings, snack stands, restrooms, event spaces, haunted scenes, reduced/altered/theatrical/laser lighting, and special effects lighting (the “PREMISES”), and/or to participate in or use **Ocoee Valley Farms DBA The River Maze’s** equipment, services, or activities, including but not limited to, agrotourism activities, live animals, air powered hand guns and cannons, bungee jumping, carnival games, dry slides, engine powered trains and tractors rides, mechanical rides, open flame campfires, ropes climbing, climbing exhibits, trampolines, ball games, swings, jumbo jumping pillows, and zip line (collectively, “ACTIVITIES”), I/we certify that I/we:

1. have no physical or mental limitations or conditions, including pregnancy, which would prohibit or impair participation in the ACTIVITIES.
2. am/are not intoxicated or taking any prescription or non-prescription drugs that would prohibit or impair participation in the ACTIVITIES.

3. am/are not participating in the ACTIVITIES against the advice of any medical professional.
4. will exercise my/our sole judgment to determine my/our levels of fitness, skill, and health to participate in ACTIVITIES.
5. will only participate in ACTIVITIES for which I/we have sufficient skill to avoid injury.
6. understand and will abide by all rules established for all ACTIVITIES, including, without limitation, all verbal instructions, Safety Rules, and posted signage at the PREMISES, and I/we have had the opportunity to ask questions.
7. acknowledge and understand that, outside of the verbal instructions, Safety Rules, and posted signage at the PREMISES, **Ocoee Valley Farms DBA The River Maze** does NOT provide guidance or instruction for how to use the ACTIVITIES.
8. acknowledge and understand that I or an adult under my direction shall be responsible for closely watching and supervising all individuals named herein at all times while on the PREMISES or participating in the ACTIVITIES and for making sure all individuals named herein are using the PREMISES and participating in the ACTIVITIES in a safe manner, and are following all rules at all times;
9. acknowledge that **Ocoee Valley Farms DBA The River Maze** offers access to unstaffed ACTIVITIES, and it is my/ our sole responsibility to ensure that I/we are participating in those ACTIVITIES in a safe manner.
10. acknowledge and understand I/ we consent to receiving jump scares or surprises during my/our participation in the “Insanity Point” experience; and
11. accept sole responsibility for my/our own conduct and actions, as well as the conduct and actions of each other, while participating in the ACTIVITIES, and I/we will not rely solely on the supervision and/or monitoring provided by **Ocoee Valley Farms DBA The River Maze**

RELEASE OF LIABILITY: Despite all known and unknown risks, including but not limited to, serious bodily injury, permanent disability, paralysis, and death, that may be sustained while on the PREMISES, I, on behalf of myself, and all individuals named herein, including minor children, and our respective wards, heirs, assigns, personal representatives, and estates, if any (collectively, the “RELEASORS”) hereby expressly, unconditionally, and voluntarily agree to release, relinquish, waive, hold harmless, forever discharge, and covenant not to sue **Ocoee Valley Farms DBA The River Maze** and its agents, owners, parent company, subsidiaries, affiliated facilities, franchisors, officers, directors, principals, volunteers, employees, independent contractors, insurers,

facility operators, land and/or PREMISES owners, and any and all other persons and entities acting in any capacity on **Ocoee Valley Farms DBA The River Maze**'s behalf, including suppliers, designers, installers, vendors, or manufacturers of any farm, animal, or ACTIVITY equipment, foam pit material, airbags, or such other material and equipment at the PREMISES (collectively, the "RELEASEES"), from any and all liability for any causes of action, suits, sums of money, controversies, damages, judgments, claims, or demands, whatsoever, in law or in equity, including, but not limited to, any and all claims which allege negligent acts and/or omissions committed by the RELEASEES while the RELEASORS are on or about the PREMISES, participating in, or as a result of participating in, any of the ACTIVITIES on or about the PREMISES, and/or using any items purchased on or about the PREMISES, regardless of how any claim or accident may occur and whether the action arises out of any damage, loss, personal injury, emotional injury, or death to the RELEASORS. This release of liability is effective and valid regardless of whether the damage, loss, personal injury, emotional injury, or death is a result of any negligent act or omission by the RELEASEES. This release of liability further includes any claims for first-aid or medical treatment provided (negligently or otherwise) or failed to be provided by the RELEASEES.

ASSUMPTION OF RISK: The RELEASORS acknowledge they:

1. are voluntarily participating in the ACTIVITIES, which the RELEASORS agree are dangerous, with both known and unknown inherent risks that cannot be alleviated without changing the nature of the ACTIVITIES, including, but not limited to, risk of bruises, sprains, dislocations, fractures, animal or insect bites, unpredictable animal behavior, exposure to pathogens from animals or animal feed/ waste, sprained or torn ligaments, and other bodily trauma and injury(is), emotional trauma or injury, paralysis and/or permanent disability, or even death, deriving from, but not limited to, equipment malfunctions; building malfunctions; lack of supervision and/or trained activity monitors; lack of proper equipment or padding, netting, or other safety measures; slipping; falling; landing; any illness, including, but not limited to, known or unknown infectious and/or communicable diseases, epidemics, and/or pandemics, or known or unknown intentional or negligent failure to quarantine without regard to declarations made or not made by federal, state, or local authorities; colliding with fixed objects or other people; or negligence, errors, or omissions by the RELEASORS, the RELEASEES, and/or any other person or entity while on the PREMISES;
2. voluntarily assume all risks related in any way to the ACTIVITIES, including but not limited to those listed in the preceding paragraph; and
3. understand and acknowledge that **Ocoee Valley Farms DBA The River Maze** does not manufacture the equipment located at the PREMISES but purchases and/or leases

the equipment from other parties over which it does not have control, and therefore, **Ocoee Valley Farms DBA The River Maze** shall not be held liable for defective products or equipment.

COVENANT NOT TO SUE: The RELEASORS agree that the RELEASORS WILL NOT SUE OR MAKE A CLAIM against the RELEASEES, expressly including the owner and operator of the PREMISES as well as the employees working at the PREMISES, for damages or other losses sustained as a result of my or the minor(s) identified below participating in the ACTIVITIES.

DEFENSE AND INDEMNIFICATION: The RELEASORS hereby agree to defend, indemnify, and hold harmless the RELEASEES from and against any and all losses or liability, claims, obligations, costs, damages, and/or expenses, including attorneys' fees, arising out of access to or use of the PREMISES and/or participation in or use of ACTIVITIES, including, but not limited to, any losses, injury, damages, or claims caused by, resulting from, or related to, in any way, the negligence or fault of any RELEASORS, or any losses, damages or claims caused by, resulting from or related to, in any way, the negligence or fault of RELEASEES, or any signatory to this AGREEMENT wrongfully representing the signatory's authority to accept this AGREEMENT. The scope of this Defense and Indemnification provision includes but is not limited to any actions or suits brought by or on behalf of a minor named herein. Indemnification herein includes any and all attorneys' fees, costs, damages, and/or judgments incurred.

LIABILITY FOR PROPERTY: The RELEASORS agree that the RELEASEES are not liable for any personal property that is damaged, lost, or stolen while on or about the PREMISES, including, but not limited to, a vehicle or its contents, or any property in a locker, whether or not the RELEASEES were negligent.

PHOTOGRAPHY/VIDEO RELEASE: By entering the PREMISES, the RELEASORS acknowledge that the RELEASORS and all individuals named herein, including minor children, hereby grant to **Ocoee Valley Farms DBA The River Maze** the irrevocable right and permission to photograph and/or record video of RELEASORS on the PREMISES and to use all such photographs and/or recordings for any lawful purpose, including, without limitation, for advertising, promotional, and other commercial purposes, in any manner, and all media now or hereafter known, in perpetuity throughout the world, without restriction as to alteration. The RELEASORS waive any right to inspect or approve the use of any photograph and/or recording, and the RELEASORS acknowledge and agree that the rights granted by this release are without compensation of any kind. This indemnification also extends to any third-party claims arising from the participation of the undersigned or any minor(s) under their care.

PRIVACY: Please be aware that **Ocoee Valley Farms DBA The River Maze** and its agents may collect, use, share, and secure information as part of your agreement to participate in ACTIVITIES on the PREMISES. Please read our privacy policy at <https://cornbellys.com/policies/privacy-policy> for more information about how the RELEASEES collect, use, and disclose information about RELEASORS. By accepting, the RELEASORS understand and agree with **Ocoee Valley Farms DBA The River Maze's** privacy policy and the use of the RELEASORS' personal information.

TERMS OF AGREEMENT AND SEVERABILITY: The RELEASORS understand that this AGREEMENT will have full force and legal effect each and every time any of the RELEASORS visit the PREMISES, whether at the current location or any other **Ocoee Valley Farms DBA The River Maze** location or facility in the State of Utah, or any of its subsidiary or affiliates' locations or facilities. The RELEASORS agree and understand that this AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of Utah and that, if any portion thereof is held invalid or unenforceable, that invalidity or unenforceability does not affect the other provisions of this AGREEMENT, which shall continue in full legal force and effect. In the event RELEASEES have already signed an agreement with the current location or any other **Ocoee Valley Farms DBA The River Maze** location or facility in Utah, the terms of this AGREEMENT shall prevail to the extent that there are any conflicts or inconsistency between the terms of this AGREEMENT and the terms of any prior agreement.

ARBITRATION AND VENUE; TIME LIMIT TO BRING CLAIM: RELEASORS understand that by agreeing to arbitrate any dispute as set forth in this section, they are waiving their rights, and the right(s) of the minor child(ren) above, to maintain a lawsuit against **Ocoee Valley Farms DBA The River Maze** and the other Releasees for any and all claims covered by this Agreement. RELEASORS understand that any and all disputes or claims arising out of or relating to this AGREEMENT, a breach thereof, the premises, facilities, ACTIVITIES, property damage (real or personal), personal injury (including death), or the scope, interpretation, arbitrability, or validity of this AGREEMENT, including this arbitration agreement, shall be brought by the parties only in their individual capacity and not as a plaintiff or class member in any purported class or representative capacity. By agreeing to arbitrate, RELEASORS understand that they will **NOT** have the right to have their claim determined by a jury, and the minor child(ren) above will **NOT** have the right to have claim(s) determined by a jury. Reciprocally, **Ocoee Valley Farms DBA The River Maze** and the other Releasees waive their right to maintain a lawsuit against RELEASORS and the minor child(ren) above for any and all claims covered by this Agreement, and they will not have the right to have their claim(s) determined by a jury. **ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO MY OR THE CHILD'S**

ACCESS TO AND/OR USE OF Ocoee Valley Farms DBA The River Maze Premises AND/OR ITS EQUIPMENT, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL BE BROUGHT WITHIN ONE YEAR OF ITS ACCRUAL (i.e., the date of the alleged injury) FOR AN ADULT AND WITHIN THE APPLICABLE STATUTE OF LIMITATIONS FOR A MINOR AND BE DETERMINED BY ARBITRATION IN THE COUNTY OF Ocoee Valley Farms DBA The River Maze Facility, NEW JERSEY, BEFORE ONE ARBITRATOR. THE ARBITRATION SHALL BE ADMINISTERED BY JAMS PURSUANT TO ITS RULE 16.1 EXPEDITED ARBITRATION RULES AND PROCEDURES. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION.

The location of the arbitration shall be at a location determined by the arbitrator pursuant to Rule 19 that is within one hundred miles of the PREMISES at issue unless another location is agreed upon by all parties to the arbitration. The decision and award shall be binding upon all parties, and judgment on the arbitration award may be entered in any federal or state court having jurisdiction thereof. No award shall exceed the amount of the claim submitted by either party, and the arbitrator shall have no authority to award punitive or exemplary damages. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Utah without regard to choice of law principles. Notwithstanding the provision with respect to the applicable substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C., Sec. 1-16). I understand and acknowledge that the JAMS Arbitration Rules to which I agree are available online for my review at jamsadr.com and include JAMS Comprehensive Arbitration Rules & Procedures; Rule 16.1 Expedited Procedures; and Policy on Consumer Minimum Standards of Procedural Fairness.

If either party files suit in violation of this paragraph, such party shall reimburse the other for their costs and expenses, including attorneys' fees, incurred in seeking abatement of such suit and enforcement of this paragraph. The scope of this AGREEMENT is intended to be as broad as possible under applicable law and shall include all types of negligence, tort, contract, statutory, and administrative actions. Based upon the foregoing, I acknowledge that the right to a trial by jury, via a civil action, is being specifically waived/given up.

INDIVIDUAL CAPACITY ACTIONS ONLY: As stated in the arbitration agreement, Releasors understand that by signing this agreement, they are agreeing to only bring about claims in their individual capacity and not as a plaintiff or class member in any

purported class or representative capacity. This applies to all actions based on claims related to all types of negligence, tort, contract, statutory, and administrative actions.

LET US KNOW BEFORE YOU GO: In the event of any injury, the RELEASORS agree to alert **Ocoee Valley Farms DBA The River Maze** of that injury prior to leaving the PREMISES on the injury date. The RELEASORS acknowledge that the RELEASEES typically do not retain video surveillance beyond thirty (30) days.

By accepting this AGREEMENT, I certify that I had a reasonable and sufficient opportunity to read and understand this entire AGREEMENT and consult with legal counsel or have voluntarily waived the right to do so; that I am actually authorized to agree to this AGREEMENT on behalf of all individuals named herein; that I understand that I have forever waived, on behalf of all RELEASORS, the right to maintain any legal action against the RELEASEES based on any claim from which I have released the RELEASEES herein; and that all RELEASORS knowingly and voluntarily agree to be bound by all terms and conditions of this AGREEMENT.

Consent to Receive Automated Text Messages

By providing a mobile phone number and/or email below, Releasor(s) consent and agree to receive SMS text messages and/or emails from **Ocoee Valley Farms DBA The River Maze** and its agents and contractors using an automatic telephone dialing system and/or email platform. Releasor(s) authorize **Ocoee Valley Farms DBA The River Maze** to periodically text and/or email about programs, offers, marketing, and other information. Releasor(s) also understand that no agreement to receive autodialed or prerecorded calls or texts is necessary to use and enjoy the products and services offered by **Ocoee Valley Farms DBA The River Maze**. Releasor(s) may decline to receive autodialed or prerecorded calls or texts in several ways, including by responding with "STOP" or by emailing an opt-out request (including any mobile number) to dianne@therivermaze.com. Standard carrier messaging and data rates may apply.

We reserve the right to review your license and/or other forms of identification to verify your identity and age.

I have read and agree to the safety waiver ☐ Yes ☒ No

First
Name* _____

Last
Name* _____

Signature * _____
