

# California Academy of Sciences Assumption of Risk and Waiver for Entry

# **Online Purchase and Front Gate**

#### Your contract

A binding contract between the purchaser and the California Academy of Sciences exists when the final page of the booking confirmation procedure gives you a confirmation number. This contract and all matters arising out of it are governed by California law.

## Safety measures

The Academy is committed to ensuring the safety of its guests and staff. We monitor public health guidelines and will adjust our policies as needed to ensure a safe and enjoyable experience for all. The Academy ensures that its safety measures are aligned with local, state, and federal guidelines in an effort to protect the health and safety of persons visiting the Academy. A full list of safety measures in place at the Academy is available at <a href="https://www.calacademy.org/safety">https://www.calacademy.org/safety</a>.

- 1. <u>Health recommendations</u>: We strongly encourage all guests to be up-to-date with their vaccinations. While masks are not mandatory to enter the Academy building, they are a protective barrier that can help reduce the spread of respiratory infections. Should guests and/or staff have any health concerns, we recommend that a mask is worn as a preventative measure. As always, please stay home if you are feeling sick.
- 2. <u>Unsafe behavior</u>: Unsafe behavior that endangers people or animals, disrupts other guests' ability to enjoy their visit, or interferes with Academy business operations will not be tolerated. Accessing restricted areas and/or tampering with Academy equipment, facilities or systems designed for guest safety is strictly prohibited.
- 3. <u>Inappropriate behavior</u>: Inappropriate, disruptive or abusive behavior including uninvited physical contact, harassment, vandalism, theft, violence or the threat of violence, possession of illegal substances/items, or any other illegal conduct is not permitted.
- 4. <u>Mistreatment of exhibitry and exhibit animals</u>: No foreign objects may be placed in the exhibits at any time, nor the harassment of animals, such as tapping on enclosures.



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The health and safety recommendations described above are designed to protect the health and safety of all guests visiting the Academy. It is in the interest of everyone to comply with the safety measures that have been put in place. Therefore, by purchasing your ticket you are agreeing to follow these safety measures and to ensure all members of your party follow these measures. Anyone visiting the Academy agrees to comply with all posted health and safety rules and staff instructions. Should an individual not comply with these safety measures, we reserve the right to require that individual to leave the Academy.

Furthermore, you agree to defend, hold harmless, and indemnify the Academy for any losses, injury, death, damages, expense, and costs (including legal costs) arising out of the safety measures, and your compliance with the same.

#### Visitor requirements and acceptance of risk

Purchases are accepted on the understanding that all persons are normally in good health and able to fulfill the physical demands of a visit to the Academy. The Academy is a dynamic, interactive experience which has inherent risks of personal injury and property loss/damage. Visitors to the Academy may encounter certain risks that may be unique to large public venues, museums, and aquariums, including, but not limited to, hardscaped exhibitry, open habitats, and elevated walkways. By purchasing a ticket you are agreeing to these risks. All visitors should remain vigilant and aware of their surroundings at all times and in particular follow all instructions for your health and safety. <u>Visitors under the age of 13 should be accompanied at all times by an adult</u>. The ticket purchaser/holder voluntarily assumes all risk of property loss and personal injury arising during its use. Therefore, anyone visiting the Academy acknowledges that they do so at their own risk.

## Our liability to you

- 1. We will not be responsible for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following:
  - the act(s) and/or omission(s) of the person(s) affected or any member(s) of their party, or
  - the act(s) and/or omission(s) of a third party not connected with the provision of visit and which were unforeseeable or unavoidable.
- 2. The promises we make to you about the services we have agreed to provide or arrange as part of our contract will be used as the basis for deciding whether the services in question had been properly provided.



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- 3. Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our contract with you, or (b) which did not result from any breach of contract or other fault by ourselves or our employees or, where we are responsible for them or our suppliers. Additionally, we cannot accept liability for any business losses.
- 4. You must provide us and our insurers with all assistance we may reasonably require. You must also tell us and the supplier concerned about your claim or complaint as set out below. If asked to do so, you must transfer to us or our insurers any rights you have against the supplier or whoever else is responsible for your claim or complaint (if the person concerned is under 18, their parent or guardian must do so). You must also agree to cooperate fully with us and our insurers if we or our insurers want to enforce any rights which are transferred.

#### **Complaints and problems**

In the unlikely event that you have any reason to complain or experience any problems with your visit to the Academy, you must immediately inform us. Any verbal notification must be put in writing as soon as possible. Until we know about a problem or complaint, we cannot begin to resolve it. You must write to <u>info@calacademy.org</u> within 28 days of the end of the visit to the Academy and give your confirmation number and full details of your complaint. For all complaints and claims which do not involve death or personal injury or illness, we regret we cannot accept liability if you fail to notify us of the complaint or claim entirely in accordance with this clause.

#### **Release and guest compliance**

The ticket holder voluntarily assumes and expressly releases the Academy from any and all risk of personal injury, property damage, or property loss while on the premises of the Academy. As our guest, you agree to comply with our safety and conduct rules. We reserve the right to revoke the license and eject or refuse entry to the Academy for violation of our ticket terms and conditions, facility rules, or illegal activity or misconduct.

Thank you for your help and consideration.



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