



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

### **Online purchase**

#### **Safety measures**

In response to the COVID-19 pandemic, the Academy has introduced specific safety measures aligned with local, state, and federal guidelines in an effort to protect the health and safety of persons visiting the Academy. These measures include required physical distancing, required wearing of face coverings, reduced building occupancy, increased cleaning and disinfection, plexi barriers, and reduced opportunities for touch. A full list of the safety measures in place at the Academy is available at <https://www.calacademy.org/reopening-safety>.

#### **Visitor requirements**

The safety measures put in place in response to the COVID-19 pandemic 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 ensuring all members of your party follow these measures. Included in the measures is an affirmation prior to entry that any visitor to the Academy is not experiencing COVID-19 symptoms, has not recently tested positive for COVID-19 and has not been recently exposed to someone who has COVID-19. Anyone experiencing any of the symptoms should stay home and not visit the Academy. Should an individual not comply with these safety measures, we reserve the right to require that individual to leave the Academy.

#### **Acceptance of risk**

The safety measures that are being and have been introduced are intended to minimize the risk of contracting the COVID-19 virus, but this risk cannot be completely eliminated. Additionally, visitors may encounter other risks



that may be unique to large public venues, museums, and aquariums, including, but not limited to, hardscaped exhibitry, open habitats, and elevated walkways. Therefore, anyone visiting the Academy acknowledges that they do so at their own risk. 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 COVID-19, the safety measures, and your compliance with the same.

### **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.

### **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.
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 [info@calacademy.org](mailto:info@calacademy.org) 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.

### **Your responsibilities**

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. 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. Visitors under the age of 14 should be accompanied at all times by an adult. The ticket purchaser/holder voluntarily assumes all risk of property loss and personal injury arising during its use. 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.

## **Front Gate**

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