



## Important Liability Waiver and Release

**BY ENTERING The Magical Forest at Opportunity Village (the "Park") AND/OR UTILIZING ANY ATTRACTIONS, FACILITIES, OR SERVICES, YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS AND WAIVER. PLEASE READ CAREFULLY.**

**ASSUMPTION OF RISK:** All visitors to the Park voluntarily assume all risks and dangers incidental to any activities, attractions, and events within the Park premises, whether occurring prior to, during, or after the activity, attraction, or event and whether known or unknown, including, but not limited to, possible bodily harm, physical injury, or death. These risks include, but are not limited to, those inherent in amusement park rides, attractions, and general park activities. I am aware of such inherent risks. I also acknowledge Park regulations, warnings, directions, or instructions posted around the Park.

I acknowledge use of any park ride, attraction, or recreational area may be dangerous to those who: (1) are pregnant; (2) have heart conditions; (3) have high blood pressure; (4) have back or neck problems; or (5) have any other health problem which makes them susceptible to injury or sickness from participation in park activities.

**RELEASE OF LIABILITY:** In consideration of being permitted to enter and use the facilities of The Magical Forest at Opportunity Village, on behalf of yourself, your minor children, and any accompanying guests for whom you are legally responsible and/or under your control (collectively, "Releasing Parties"), you hereby release, waive, discharge, and covenant not to sue the Park, its non-profit organization, its officers, directors, employees, agents, volunteers, and affiliated entities (collectively, "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Releasing Parties or to any property belonging to Releasing Parties, **REGARDLESS OF WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES**, while in, on, or upon the premises, or while participating in any Park activity.

**SPECIFIC ACKNOWLEDGMENTS AND WAIVERS INCLUDE, BUT ARE NOT LIMITED TO, INJURIES OR ILLNESSES ARISING FROM:**

- **Uneven Surfaces & Falls:** Slips, trips, and falls due to uneven surfaces, cracks, stairs, ramps, wet areas, or other ground conditions throughout the Park. You are responsible for observing all signage and exercising caution.
- **Food Allergies & Illnesses:** Allergic reactions, foodborne illnesses, or any other adverse health effects resulting from the consumption of food or beverages purchased or



consumed within the Park. Visitors with allergies or dietary restrictions are responsible for inquiring about ingredients and making informed choices.

- **Ride & Attraction Risks:** Injuries or discomfort arising from the inherent risks of amusement rides and attractions, including but not limited to sudden movements, jolts, forces, or mechanical malfunctions.
- **Personal Property:** Loss, theft, or damage to personal property brought onto the Park premises.
- **Third-Party Actions:** Actions of other patrons, including but not limited to pushing, shoving, or other disruptive behavior.
- **Medical Conditions:** Exacerbation of pre-existing medical conditions or any health issues experienced while on Park premises.
- **Acts of Nature:** Inclement weather, natural disasters, or other unforeseeable events.

**INDEMNIFICATION:** You further agree to indemnify and hold harmless the Released Parties from any loss, liability, damage, or costs, including attorney's fees, that they may incur due to your presence or participation in Park activities, whether caused by the negligence of the Released Parties or otherwise.

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## Park Policies and Entry Conditions

**PARK CAPACITY AND OPERATIONS:** Park capacity or operating hours may be limited or changed from time to time for any reason without notice or liability. Certain attractions, concession stands, experiences, services, and offerings may be modified or unavailable, may be limited in capacity, and may be subject to limited availability or even closure. Offerings are not guaranteed.

**RIGHT TO REFUSE ENTRY OR REMOVE GUESTS:** Park management reserves the right to require a Guest to leave the premises if they are (i) not properly complying with any health, safety, or other requirements, (ii) using profanity or offensive language towards our volunteers, employees, or other Guests, or (iii) violating any other Park Rules.

### PROHIBITED ITEMS AND CONDUCT:

- **Smoking and Drugs:** Smoking of cigarettes, marijuana, or other illegal substances, or the administration of any controlled or illegal substance is not permitted at any time within the Park.
- **Weapons:** Firearms, ammunition, knives, and weapons of any kind are prohibited.
- **Disruptive Behavior:** Please show common courtesy to fellow Guests, volunteers and employees by not using profanity or engaging in unsafe, illegal, disruptive, or offensive



behavior. Jumping lines is prohibited. For your safety and the safety of others, please refrain from running.

**SERVICE ANIMAL POLICY:** No pet or animals of any kind are permitted in the Park, unless it is a service animal. A **service animal** means a dog or miniature horse that is trained to do work or perform tasks for, and to assist, an individual with a disability. All other animals, including emotional support, comfort, or companion animals, are not considered service animals. Service animals should always remain on a leash or in a harness and under the control of the owner. Due to the nature of some attractions, service animals may not be permitted to ride.

**MEDICAL ATTENTION:** You consent to receive medical treatment deemed advisable for an injury or illness suffered while at the Park.

**PARK RULES:** You agree to abide by all Park rules, regulations, and instructions, whether posted or communicated verbally by Park staff. Failure to do so may result in your removal from the Park without refund.

**SEVERABILITY:** If any portion of this waiver is held to be invalid, the remainder shall remain in full force and effect.

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**ALL ADMISSION, TICKETS, OR ENTRANCE TO THE PARK IS SUBJECT TO THIS WAIVER AND RELEASE. BY ENTERING THE PARK AND/OR USING ANY ATTRACTION, YOU CONFIRM THAT YOU HAVE READ, UNDERSTAND, AND ACCEPT THE TERMS OUTLINED IN THIS WAIVER AND RELEASE, AS WELL AS ALL PARK POLICIES AND ENTRY CONDITIONS.**