

CORNETT'S SPIRIT OF THE SUWANNEE, INC.

**3076 95th Drive
Live Oak, Florida 32060**

Warning Notice, Hold Harmless & Waiver of Liability For COVID-19 For Visitation at the Spirit of the Suwannee Music Park

In order to engage in any activity or to visit the Spirit of the Suwannee Music Park®, each guest over the age of eighteen (18) must read and agree to this Warning Notice, Release, Hold Harmless & Waiver of Liability.

ACKNOWLEDGMENTS AND WARNING NOTICE

I. The novel coronavirus, COVID-19, has been declared a Worldwide pandemic by the World Health Organization. On March 13, 2020, the President of the United States declared COVID-19 a national emergency. The United States Centers for Disease Control (CDC) publishes and revises a COVID-19 Overview document and guidance on the CDC.gov website. Florida's Governor has declared COVID-19 to constitute a public health emergency and on July 21, 2020, Florida's Surgeon General and Public Health Official issued an updated and supplemental public health advisory regarding the COVID-19 pandemic in Florida. COVID-19 is reported to be extremely contagious. While the state of medical knowledge of COVID-19 is evolving, the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and by airborne spread. People reportedly can be infected and be contagious while showing no symptoms. The exact methods of spread and contraction are unknown with any certainty and there is no known treatment, cure or vaccine for COVID-19: it can be fatal and can lead to serious illness and/or permanent disability in persons who contract it.

II. Cornett's Spirit of the Suwannee, Inc. and James Cornett (collectively "the Park") cannot prevent you from becoming exposed to, contracting, or spreading COVID-19 to other persons while you are at the Spirit of the Suwannee Music Park® or if you purchase or use goods or services there. It is simply not possible to prevent against the presence of the virus, on persons, on surfaces, and in the air. Therefore, if you choose to visit the Park, or purchase or use goods or services there, you may be exposing yourself to COVID-19 and to increasing your risk of contracting COVID-19, or of spreading it to other persons.

III. The Park does not wish to have a guest enter the property if: (1) he or she has been diagnosed with COVID-19 and have not been cleared as non-contagious by the Suwannee County Health Department or the individual's licensed medical doctor; (2) he or she has been exposed to anyone who has tested positive for COVID-19 or who is reasonably suspected to have the virus; or (3) he or she currently, or within the past fourteen days has experienced any of the following symptoms: fever or chills, cough, fatigue, shortness of breath, muscle or body aches, headache, new loss of sense of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, diarrhea; and who has taken the CDC's On-line Coronavirus self-assessment (www.CDC.gov), truthfully responded to the survey, and has been advised to get tested or to self-quarantine.

IV. The Park does not wish to have a guest enter the property if he or she is unwilling to follow CDC guidelines on personal hygiene, social distancing and wearing of an adequate face covering one's nose and mouth at all times when either indoors, or within six feet of another person with whom the guest has not been in recent close proximity to, and affiliated with, as family or friend.

V. All Park guests are required to abide by a duty to self-monitor for signs and symptoms of COVID-19 (see, item III (s)) and to seek medical assessment and/or treatment if warranted. In addition, any Park guest who tests positive for Covid-19, or who is diagnosed by a medical professional as having COVID-19, has a duty to promptly self-quarantine off-site and to notify the Park office promptly of the test result or diagnoses.

THE UNDERSIGNED is warned of, and acknowledges that, the inherent risks of COVID-19 include, but are not limited to, the following: the virus is highly contagious; can be spread by persons who do not exhibit any symptoms; is invisible; cannot be easily detected in other persons, on surfaces or in the air; cannot easily be protected against even when following health recommendations on personal protective measures; affects certain

persons such as elderly persons and persons with certain underlying health conditions such as heart disease, respiratory problems, and diabetes; and that Park staff and another guest may fail to exercise proper care and responsibility for his or her conduct under the circumstances. Any one of these inherent risks can result in serious injury or death to a person, or to the unborn child of a pregnant woman.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, of his or her own behalf and that of his or her heirs, successors and assigns; hereby assumes each of the risks described above, assumes all risk of contracting or spreading COVID-19, holds harmless, waives liability, and releases and discharges James Cornett and Cornett's Spirit of the Suwannee, Inc., its officers, directors, agents, servants, employees, and all volunteers from any and all actions, causes of actions, claims, demands, damages, costs, expenses, attorney's fees, compensation and all consequential or other damages now accrued or hereafter to accrue to or for the benefit of the undersigned as a result of any act(s), omission(s) and/or negligence of: the undersigned guest; another guest; James Cornett; or Cornett's Spirit of the Suwannee, Inc., its officers, directors, agents, servants, employees, and all volunteers, specifically including, without limitation, any death, personal injury or property damage incurred while entering, engaging in any activity on, or purchasing or using any good or service, on the Park's property.

THE UNDERSIGNED further agrees that he or she has been advised to wear personal protective equipment, including a face covering that covers the nose and mouth (not a neck gator or fleece) such as a N-95 respirator (unvented), surgical mask that complies with ASTM F2100, or that complies with the CDC guidelines on masks/face coverings, properly fitted and in good condition when indoors or within six feet of any other person with whom the guest has not been in recent close proximity to, and affiliated with, as family or friend.

THE UNDERSIGNED agrees to promptly notify the Park office in person or by telephone (386)364-1683 if he or she becomes aware of any potential dangerous or hazardous condition involving lack of sanitation, the health or conduct of another person; or to call 911 in case of emergency.

THE UNDERSIGNED acknowledges that should medical treatment be required for any injury, that me and/or my own insurance company shall pay for all such costs, expenses and deductibles.

The UNDERSIGNED agrees to read and abide by the Park's Rules when visiting the Park, including the requirements in this Release and Waiver. The Park Rules are available in the Park office or on-line at www.musicliveshere.com.

It is agreed that this Warning Notice, Release, Hold Harmless & Waiver of Liability shall be construed under Florida law, that any proceedings hereunder shall be held in State court in Suwannee County, Florida, that the prevailing party shall be entitled to an award of court costs and attorney's fees, and that the right to a trial by jury is specifically waived. You should seek legal advice prior to signing this document if you do not understand it.

THIS CONTRACT CONTAINS A RELEASE OF LIABILITY FOR NEGLIGENCE. PLEASE READ IT CAREFULLY BEFORE SIGNING.

Guest's Name (please print clearly): _____
Address: _____
City: _____ State: _____
Zip/postal code: _____ Country: _____
Cellular Telephone: (____) _____

I acknowledge that I have read, understand, acknowledge, and fully agree to, all of the above on behalf of myself.

Signature of Guest: X _____

Date signed: _____