

GARDEN OF EDEN USER AGREEMENT

This User Agreement for visitation to the home and property known as The Garden of Eden (GOE) is a binding covenant in private jurisdiction between Director/Owner Quinn Eaker and undersigned visitor.

1. Any guest who seeks to visit The Garden of Eden must agree to this User Agreement and all terms herein.
2. Access to The Garden of Eden premises is by invite, event, or appointment only.
3. All visitors are required to provide valid photo ID for documentation.
4. Particulars of the stay are based upon the GOE's listing on the booking website and/or any and all negotiations made with administrators of The Garden of Eden.
5. The Garden of Eden offers many additional services beyond housing including high vibe cuisine, healing therapies, consultations, health supplements, and artisan and handmade goods. Guests may choose to add on extra goods or services to their stay before or upon arrival, and may make appointments to receive goods or services in exchange for donations of financial or other resources, per negotiations with admins.
6. Visitors to The Garden of Eden are solely responsible for themselves and all minors in their care. Under no circumstances shall The Garden of Eden or its residents be held liable for any accidents or misfortunes that may befall the guest. This agreement is done without premise liability, and stipulated under express will, in private express trust and/or common exchange, without the UNITED STATES FRANCHISE/STATE OF TEXAS, or any/all derivatives thereof. Any/all potential visitors do hereby and herein accept, acknowledge, and agree that such visiting persons are 100% fully responsible for care, custody, control, and physical safety of any and all accompanying minors while on the premises, which may include replacing lost, damaged, or broken goods/items which result from themselves or said supervised or unsupervised minors.
7. It is understood, acknowledged, and agreed by each visitor that GOE is immune from suit and will not be held responsible for any type of Premises liability or personal injury, which may, or could possibly occur as the result of the visitor's actions, or visitor's unsupervised minors at play, especially on the GOE land, premises, or at GOE events. This is based on stringent personal responsibility and self-governance, and is to include but not limit to: (i) arguments or disputes, (ii) slips trips or falls, and/or (iii) any other potential detrimental action, circumstance or event arising from, the failure or refusal of any visitor to adequately supervise the actions of themselves and/or proximate safety of

their offspring or, other such minors.

8. All visitors agree that any disputes that may arise from or during their stay at The Garden of Eden are subject to Alternative Dispute Resolution (ADR) at the sole discretion of the GOE, its agents, successors and/or assigns at a time and place of their choosing. All visitors acknowledge and agree by their signature affixed hereto that all disputes which may or could arise from or during this visitation agreement, inter alia., shall be mediated at the sole discretion of the GOE by an ADR agent of its choosing, and at a time and place of the GOE's choosing.
 - a. This ADR may include arbitration, in which case any controversy or claim arising out of or relating to this agreement/waiver, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The arbitration hearing shall take place in the State of Texas before a single arbitrator. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. No demand for arbitration may be made after the date when the institution of legal or equitable proceedings based on such claim or dispute would be barred by the applicable statute of limitation. The arbitrator is authorized to award punitive or other damages measured by the prevailing party's actual damages.
9. The Garden of Eden is a private jurisdiction standing and operating outside of the Federal and Federated "STATE OF STATE" territories. Thus, any and all visitors to the GOE must disclose any/all personal and/or professional Government/Police/Municipal employments, engagements, and/or relationships that such a potential visitor may have now, or in the foreseeable future.
10. Much of the speech, action, and/or transactions which occur daily at GOE and/or GOE related events are the building blocks of future projects, networking, and/or transformational workshops and thus, such communications are copyrighted, private, and protected as the exclusive intellectual property of GOE. With certain exceptions, all ideas or actions disclosed or formed on GOE premises or during any GOE related activities are, the respective property of GOE and/or its foundational staff/crew.
 - a. Thus, by signing this User Agreement or by remaining on the GOE premises, all visitors do hereby voluntarily and freely of their own will acknowledge and grant their consent to be bound over by a conditional non-disclosure contract, not to disseminate, imitate, use, realize a gain, or otherwise engage in the unauthorized use of GOE discussions, ideas, social media related materials, raw project materials, and/or techniques for profit.

b. The terms of such a “non-disclosure” contract, are incorporated herein as follows:

- i. All visitors, without first obtaining permission from Eaker, shall be lawfully bound or legally restrained from posting any written, and/or photographic material to any public domain, including but not limited to any such information or data which relates in any way to, or involves, the GOE, GOE activities, workshops or techniques, and/or such other particulars of any visitors’ time spent at GOE or GOE related events.
- ii. All visitors, without first obtaining permission from Eaker, shall be lawfully bound or legally restrained from verbally disclosing to any non-member any GOE related events, discussions, techniques, transactions and/or circumstances which transpire or occur during their experience or duration of the visitation whether on premises or at GOE related events.
- iii. On a personal scale, this includes but does not limit to the unauthorized sharing by any visitor, of another GOE inhabitants’, visitors’ and/or guests’ personal information, physical or mental attributes, speech, actions taken during the course of visitation, and/or any other such personal information as may be reasonably understood to be of a private nature.

11. All visitors fully and further acknowledge that such a visitor is acting at all times in their own personal commercial liability, that they are who they present themselves to be, and are not holding any unknown or undisclosed association with any outside organization including but not limited to: news agency, public office under law enforcement, confidential informant, and/or any such similar title or position.

12. Any/all visitors further acknowledge and agree that their stay at GOE premises is revocable and subject to termination or eviction from the GOE premises or events upon the emergency determination of the Director, as may become necessary as a result of any member breaching this agreement, indirectly endangering, and/or directly attempting to harm GOE staff or any or any other GOE related person. For the purposes of this agreement, a breach the following prohibited acts or transactions:

- a. Any verbal or physical act done or exhibited by any visitor, whether solely or jointly, and during their physical proximity on or near GOE property or events, that which negligently or intentionally causes serious physical, emotional, or mental damages to any other person, regardless of whether such injured person is a GOE inhabitant, member, visitor, founder, and/or other such third party related person.

- b. Any unreasonable and extraordinary act, regardless of original intent, which causes or is the instigating cause of substantially negligent property damage, loss of productivity, loss of property, or damage to any person.
- c. Any such other act deemed by Eaker and/or staff to be morally reprehensible, destructive, and/or that which could create or intends to create any situation, that which may likely endanger the livelihood and/or overall mission of GOE.

13. Upon any final determination by Eaker of a breach action warranting expulsion, the visitor may be subject to immediate eviction and/or restriction of re-entry from the premises, and GOE expressly reserves the exclusive right to sue for damages as may become necessary; and specifically not limited to the recoupment of damages or expenses resulting from such a action. Eaker may set the damage amount to a reasonable and provable amount, subject to change based on each specific circumstance.

14. Moreover, it is generally stipulated that, any/all visitors, acknowledge and agree by their signature hereto, excluding special exceptions by permission or verbal license of Eaker, never to share, distribute, copy, take photos, audio or video recording on the premises without permission; or in any other such way, not to profit, gain, or benefit from GOE, agents and/or assigns, methods, techniques, proprietary documents, workshops, events, strategies or strategems, inter alia, permanently and regardless of visitor/membership status. By signing this document, visitors agree to total private non-disclosure of GOE related subject matter without the aforesaid prior express permission or verbal license.

15. All visitors further acknowledge that GOE, its agents, associates, and/or assigns are honorable beings, with honorable experience and sustainability lessons to share in a responsible and equitable way; Any/all visitors acknowledge and agree to hold GOE, and its agents or assigns harmless and each personally indemnified from any/all claims, as may arise or be subject to the duration of visitation, including but not limited to: parking, sickness, injury, slips and falls, weather related events, acts of god, mortal or fatal injury, inter alia.; and as may be further defined from time to time.

16. All visitors further acknowledge and accept full unlimited commercial liability for their actions, including their friends, guests, and/or accompanying minor's actions; and said visitors further acknowledge and agree not to disclose to any person, without prior authorization from Eaker; any/all materials reasonably relating to private information, documents, photos, videos, strategies and/or conversations experienced or realized during the course of GOE related functions.

17. The GOE, its agents, successors and/or assigns, reserve the express and exclusive right to modify, change, and/or terminate any portion or whole of the herein User's Agreement for any

such reasonable cause that is determined by Eaker or delegated persons to be in the long term sustainable best interest of GOE.

18. By this agreement, the GOE, its agents, successors and/or assigns reserve the exclusive right to maintain their own independent production of photo and video projects on the premises or at member events. Visitors further acknowledge that they consent to being photographed or recorded during all GOE events or as may occur on location at: **7325 Mansfield Cardinal Road, Kennedale, Texas.**

19. Photography, Audio and/or Video recording are commonplace at GOE, and thus may occur without ample warning or notice to certain visitors. Thus, all such visitors bear the responsibility, if desiring to be anonymous, of pre-emptively removing themselves from any ongoing audio, photo or video recording upon first becoming aware of their proximity in or near the same.

20. All visitors acknowledge, accept, and agree herein that they have set forth their signature and/or autograph voluntarily agreeing to each of the above stipulations, and the incorporated non-disclosure contract, solely by their own free will. The hold harmless and non-disclosure shall remain despite the status, proximity, and/or eviction of any such visitor under this agreement.

Executed by me, _____, the undersigned prospective visitor(s) on, this ____ day of _____, 20__.

NAME:

ADDRESS:

PHONE NUMBER:

EMAIL ADDRESS:

WHEREFORE, in mutual understanding of the herein User Agreement, I, the undersigned prospective Visitor, do hereby acknowledge and agree to the same in honor and truth, bound over in irrevocable estoppels to the Agreement contained herein so long as the personal, specific, and particular negotiations of my visitation remain valid and un-breached. And WHEREAS, in agreement to the NON-DISCLOSURE/HOLD HARMLESS STIPULATIONS, witness my hand heretofore set below under my full commercial liability:

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&

_____ date

visitor(s) initials

