

# HEALTH & SAFETY WAIVER

## RELEASE FROM LIABILITY FOR TRAVEL WITH THE COMPANY

THIS IS A RELEASE OF LIABILITY. This Waiver is entered into between the Participants on the reservation (“I”, “You”) and the Company from which you purchased your vacation tour or cruise (“The Company”). In all cases, the person e-signing this waiver represents and warrants that **all participants selected at time of reservation check-in have consented to, accepted, and agreed** to be bound by all clauses below.

### ASSUMPTION OF RISK

1. You understand that there are certain dangers, hazards, and risks inherent in any travel experience, and you knowingly and fully accept such dangers, hazards, and risks, including but not limited to:
  - a. forces of nature (tropical storms or hurricanes or other extreme weather events, fires, floods, low or high water levels, volcanic eruptions, earthquakes, or other natural or man-made disasters)
  - b. acts of God
  - c. water or power shortages
  - d. war
  - e. quarantine
  - f. riots or civil unrest
  - g. strikes or labor disputes
  - h. government seizures
  - i. terrorism
  - j. criminal activity
  - k. exposure to infectious diseases (whether caused by a virus, bacteria, parasite, or other biological organism or particle), or ill effects of unfamiliar food and water (including water-borne diseases),
  - l. incidents related to ground, air, or water transportation
  - m. accidents
  - n. physical injuries
  - o. loss of or damage to property
2. You are aware that medical facilities while traveling may not be of the quality of medical facilities you experience at home and access to evacuation and/or suitable medical supplies and support may not be as readily available as you are accustomed to.
3. You are aware of the COVID-19 pandemic and related government laws, regulations, orders, directives, and guidelines (collectively “directives”) including directives for frequent and thorough hand washing with soap and water, social distancing, and use of facemasks in public locations. You are aware that participation in your tour/cruise activities is occurring in public locations, which may be or may have been affected by the COVID-19 pandemic.
  - a. You are aware that COVID-19 is a highly contagious and dangerous disease that is believed to spread mainly from person to person contact, and that contact with the virus that causes COVID-19 may result in significant personal injury or death.
  - b. You are aware that you could encounter others, including but not limited to others traveling with The Company, who have COVID-19 or other infectious diseases, or who are infected with the virus that causes COVID-19 or other viruses but who exhibit no

symptoms of infection or an infectious disease, which could result in your having serious medical conditions requiring medical treatment in a hospital, quarantine in a government-appointed location, and could possibly lead to death.

- c. You are aware that some diseases may not produce symptoms during the actual trip, but may after the trip.
  - d. You are aware The Company requires all participants to adhere to all local, state, federal, national, and international directives regarding social distancing, facemasks, and other public health requirements.
  - e. You are aware The Company must abide by the laws and regulations of local, state, federal, and other national and international governments regarding the safety and the spread of communicable diseases, which may include quarantine in a foreign location, at your expense, without physical access to family and friends.
  - f. You are aware that, where possible, The Company will continue to implement policies intended to reduce the potential for the spread of COVID-19 and any other infectious disease, but that The Company cannot guarantee that you, or members of your traveling party, will not become infected with COVID-19 or any other infectious disease as a result of participating in the tour/cruise.
  - g. You are aware that you are required to complete a Health Questionnaire prior to participating on services with The Company, which will include confirmation that you have not been diagnosed with COVID-19 in the past 21 days, and you have not had symptoms of COVID-19 in the past 14 days, and have not been in contact with someone with COVID-19 in the past 14 days. You are also aware that you will not be allowed on any services offered by The Company if showing symptoms of COVID-19 upon arrival.
4. You are aware that no one can guarantee your safety while traveling and you acknowledge you have been strongly advised to have comprehensive health and accident insurance (including “travel insurance”), which provides coverage for illnesses or injuries you sustain or experience while traveling including pandemic/epidemic/infectious disease coverage, cancellation / curtailment coverage, medical evacuation, repatriation of remains, and life insurance.
  5. You acknowledge that you have received the risk warnings above and that any representation you receive from any other person, whether orally, in writing or otherwise, will not be taken as a contradiction of the risk warnings above.
  6. You are voluntarily participating in this tour/cruise with knowledge of the inherent risks of travel, and you agree to assume all risks, including but not limited to those listed in this release of liability, whether those risks are known or unknown. You are aware that payment of the deposit on the reservation indicates acknowledgement and acceptance of these risks.

**To the extent permitted by law, you hereby:**

- a) **assume and agree to accept any and all risks to you health, safety, and security during the course of your travel with The Company on the tour/cruise**
- b) **release The Company and its employees, officers, directors, and agents, (“the Releasees”) from any and all claims that may accordingly arise during the course of your participation in the tour/cruise.**

This Waiver shall be binding on you, you family, your heirs, and any attorney, agent, executor, trustee, representative, or assignee to the extent permitted by law. You hereby agree to indemnify and hold harmless The Company and the Releasees for any claims against The Company or the Releasees by any

member of your family, you heirs or assigns, your estate, your employer, or by any other person for whom or to whom you are or may be responsible, whether at law or otherwise.

BY SIGNING THIS AGREEMENT, YOU CONFIRM THAT YOU HAVE CAREFULLY READ, UNDERSTOOD, AND AGREED TO ALL OF THE ABOVE TERMS. YOU AGREE THAT YOU ARE ENTERING INTO THIS CONTRACT OF YOUR OWN FREE WILL AND THAT YOU UNDERSTAND THAT BY SIGNING THIS AGREEMENT YOU ARE RELEASING CERTAIN LEGAL RIGHTS THAT YOU MAY OTHERWISE HAVE.

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