

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. I am aware that there are certain dangers, hazards, and risks inherent in any travel experience, and I 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) damage to property
2. I am aware that medical facilities while travelling may not be of the quality of medical facilities I experience at home and access to evacuation and/or suitable medical supplies and support may not be as readily available as I am accustomed to.
3. I am aware of the COVID-19 pandemic and related government 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. I am aware that participation in my tour/cruise activities is occurring in public locations, which may be or may have been affected by, the COVID-19 pandemic.
 - a) I am aware that I could encounter others, including but not limited to others travelling 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 my having serious medical conditions requiring medical treatment in a hospital, quarantine in a government-appointed location, and could possibly lead to death.
 - b) I am aware that some diseases may not produce symptoms during the actual trip, but may after the trip.

- c) I am aware The Company requires all participants to adhere to all local, state, federal, national, and international regulations regarding social distancing, facemasks, and other public health requirements.
 - d) I am 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 my expense, without physical access to family and friends.
 - e) I am 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 I, or members of my travelling party, will not become infected with COVID-19 or any other infectious disease as a result of participating in the tour/cruise.
3. I am aware that no one can guarantee my safety while travelling and I acknowledge I have been strongly advised to have comprehensive health and accident insurance (including “travel insurance”), which provides coverage for illnesses or injuries I sustain or experience while travelling including medical evacuation, repatriation of remains, and life insurance.
4. I am voluntarily participating in this tour/cruise with knowledge of the inherent risks of travel, and I agree to assume all risks, including but not limited to those listed in this release of liability, whether those risks are known or unknown. I am aware that payment of deposit on the reservation indicates acknowledgement and acceptance of these risks.

To the extent permitted by law, I hereby:

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

This Waiver shall be binding on myself, my family, my heirs, and any attorney, agent, executor, trustee, representative, or assignee to the extent permitted by law. I 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 my family, my heirs or assigns, my estate, my employer, or by any other person for whom or to whom I am or may be responsible, whether at law or otherwise.
