

Shore2shorevacations

COVID-19 TRAVEL ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT*

The 2019 Novel Coronavirus (COVID-19, “Coronavirus”) is a known and rapidly evolving pandemic that is affecting travel worldwide, with continued spread and impacts expected.

Client is fully aware of the current global COVID-19 virus outbreak, the current travel restrictions, and inherent risks involved when choosing to travel. Client is aware that it is their personal decision to travel and is doing so with full knowledge of travel recommendations, restrictions, regulations, and risks with regards to COVID-19, as well as the possibility of future travel restrictions, and takes full responsibility for their actions with regards to traveling.

In consideration of the travel planning services provided to Client and with full knowledge and acceptance of the risks associated with travel, Client, on behalf of themselves, their minor children, and any personal representatives, heirs, and next of kin (hereinafter referred to as “Client”) hereby releases, indemnifies, holds harmless and covenants not to sue Shore2shorevacations LLC. (“Company”), its officers, employees, volunteers, agents, representatives, and any other person involved either directly or indirectly, from all claims, suits, expenses, attorney fees and demands of any nature (including negligence) caused by, deriving from, or associated with Client’s travel. Client makes these covenants, release and waivers knowingly and voluntarily. It is further understood and agreed that this COVID-19 Travel Assumption of Risk, Release and Waiver of Liability, and Indemnity Agreement is to be binding on Client’s heirs and assigns and Client signs it of their own free will.

Client understands and confirms that Company has provided Client with the best available information at the time regarding travel precautions, travel restrictions, and pandemic protection policies provided by governmental agencies of any location that Client is traveling to or through, as well as provided by all travel suppliers, including but not limited to: airports, airlines, hotels, cruises lines, tour agencies, transfer agencies and/or any other provider involved in Client’s booking. However, Client understands and agrees that government agencies and Travel Suppliers may not

enforce or apply these travel precautions, travel restrictions, and pandemic protection policies and that some travelers may refuse to cooperate with these travel precautions, travel restrictions, and pandemic protection policies. Additionally, Client understands and agrees that the COVID-19 pandemic is a rapidly changing situation and that all travel precautions, travel restrictions, and pandemic protection policies are subject to change at any time and without notice. Client also understands and agrees that any and all information provided by Company is made available solely for general information purposes. Company does not warrant the accuracy, completeness, or usefulness of this information. Company disclaims all liability and responsibility arising from any reliance placed on such information. Any reliance that Client places on such information is strictly at their own risk. Client understands that it is their responsibility to check the latest travel information regarding the COVID-19 outbreak with the CDC (<https://wwwnc.cdc.gov/travel/notices>), the governmental agencies of any location that Client is traveling to or through, and with all Travel Suppliers, including but not limited to: airports, airlines, hotels, cruises lines, tour agencies, transfer agencies and/or any other provider involved in Client's booking.

Client is aware of the specific travel warnings, travel restrictions, and travel rules in place for all locations in their travel itinerary, as well as the fact that travel warnings, restrictions, and rules are in place around the world. Client is also aware that future travel warnings, travel restrictions, and travel rules are likely to occur without notice. Client understands and accepts the risks and consequences of these travel warnings, restrictions, and rules. Client is also aware that immigration and traveling restrictions may be put in place before, during, or after traveling that may impede the ability to enter or exit travel locations or return home as planned. CLIENT HEREBY RELEASES, WAIVES, DISCHARGES AND AGREES NOT SUE Company for consequences of these travel warnings, restrictions and rules, failure to enforce travel warnings, restrictions and rules, as well as travel warnings, restrictions and rules changing without notice.

Client is aware that additional travel screening procedures and restrictions may take place at various travel locations, including but not limited to: airports, airlines, hotels, cruises lines, trains, other methods of transport, tour agencies, transfer agencies, any provider involved in Client's booking, and/or public areas. Client is aware that these restrictions may include mandatory face coverings, quarantines, temperature checks, and/or various other measures. Client acknowledges and agrees that, due to the nature of travel, social distancing measures, quarantine measures, pandemic prevention measures, health precautions, and/or the usage of face masks may not always be possible. CLIENT HEREBY RELEASES, WAIVES, DISCHARGES AND AGREES NOT SUE Company for consequences of these travel procedures and restrictions, failure to enforce travel procedures and/or restrictions, as well as travel procedures and restrictions changing without notice.

CLIENT HEREBY RELEASES, WAIVES, DISCHARGES AND AGREES NOT SUE Company for all consequences of traveling related to COVID-19, including but not limited to: travel warnings, travel restrictions, travel rules, illness, death, property damage, financial loss, costs, penalties, fees, fines, cancellations, postponements, quarantines, health regulations and/or screenings, regardless of whether these consequences are imposed by governmental agencies of the locations to which Client is traveling to and through and/or Travel Suppliers, including but not limited to: airlines, airports, hotels, cruises lines, tour agencies, transfer agencies, and/or any other provider involved in Client's booking. Client further agrees not to institute a credit card dispute or "charge back" to Company for any of these reasons.

The undersigned acknowledges and understands that traveling may result in a higher risk of contracting COVID-19. The undersigned agrees and acknowledges that traveling may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death, or property damage. The undersigned fully understands and appreciates both the known and potential dangers of traveling and acknowledges that traveling may, despite reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH, OR PROPERTY DAMAGE to the undersigned due to negligence, active or passive, or otherwise while traveling.

Client understands that it is their responsibility to obtain travel insurance to ensure they have coverage for all medical needs and trip cancellation. However, Client is aware that travel insurance generally only covers unforeseen events. Most insurers classify COVID-19 as a 'known event' and will not cover COVID-19 related cancellations, delays, quarantines, or additional costs or fees. Most policies also have a specific clause stating they do not cover epidemics and pandemics, especially when travel warnings are in place. Additionally, concerns or fear of travel is not a covered reason for cancellation and will not be covered by travel insurance. Client understands that he/she is bound by the terms of the insurance policy as it relates to Coronavirus/COVID-19. Client holds Company harmless for their election to not purchase travel insurance and/or any denial of claim by travel insurer as it relates to COVID-19 or any other claim under the policy.

THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND AGREES NOT SUE the Company, its directors, officers, employees, volunteers and agents ("Released Parties") from all liability to the undersigned and all personal representatives, assigns, heirs, and next of kin of the undersigned from any and all liability, claims, demands, actions, omissions, and causes of action whatsoever,

directly or indirectly arising out of or related to any loss, damage, claim, or injury, including property damage, illness or death, related to COVID-19 whether caused by the negligence of the Released Parties, any third-parties, or otherwise, while traveling.

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND HOLD HARMLESS the Company, its directors, officers, employees, volunteers and agents ("Released Parties") from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to any loss, damage, or injury, including property damage, personal illness or death, related to the travel services provided by Company, whether caused by the negligence of the Released Parties, any third parties, or otherwise specifically related to COVID-19.

THE UNDERSIGNED further expressly agrees that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT shall be governed by and construed in accordance with United States, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Waiver of Liability as a whole. This waiver remains in effect until the CDC or any governing body limits all COVID-19 related mandates.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE COMPANY IN CASE OF ILLNESS, INJURY, DEATH, OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 WHILE TRAVELING AND ANY ILLNESS, INJURY, OR DEATH RESULTING FROM IT. I AM FULLY INFORMED OF THE RISKS INVOLVED IN TRAVELING TO DECIDE WHETHER TO SIGN THIS DOCUMENT. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS.

My signature below acknowledges: We have read and understand the terms of this COVID-19 Travel Assumption of Risk, Release and Waiver of Liability, and Indemnity Agreement and agree to its terms.

Signature