

# HEALTH & SAFETY WAIVER

## COVID-19

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 holiday tour or cruise (“The Company”). In all cases, the person accepting this waiver represents and warrants that **all participants selected at time of reservation acknowledgment have consented to, accepted, and agreed** to be bound by all clauses below.

### ASSUMPTION OF RISK

1. 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 and could result in trip interruption or cancellation.
  - 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.

2. You acknowledge you have been strongly advised to have comprehensive health insurance (including “travel insurance”).
3. 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.
4. You are voluntarily participating in this tour/cruise with knowledge of the inherent risks of COVID- 19, and you agree to assume all risks. 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 COVID-19 during the course of your travel with The Company on the tour/cruise; and**
- 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 yourself, your 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, your 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 ACCEPTING 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 ACCEPTING THIS AGREEMENT YOU ARE RELEASING CERTAIN LEGAL RIGHTS THAT YOU MAY OTHERWISE HAVE.

For the avoidance of doubt, the parties acknowledge that nothing in this Agreement will operate to exclude the operation of the New Zealand Consumer Guarantees Act 1993, the Fair Trading Act 1986 and the Health and Safety at Work Act 2015, unless expressly permitted by law.

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