

Coronavirus COVID-19 Release, Assumption of Risk, Waiver of Liability & Indemnity Agreement

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

1. Client is fully aware of the current global COVID-19 virus outbreak, the current travel restrictions, and inherent risks involved if choosing to travel.
2. Client understands that it is his/her responsibility to check the latest travel information regarding this virus outbreak with the CDC.
<https://wwwnc.cdc.gov/travel/notices>
3. Client understands that it is his/her responsibility to have travel insurance to ensure they have coverage for all medical needs and trip cancellation, but understands that concerns or fear of travel is not a covered reason for cancellation relating to Covid-19 and will be denied.
4. Client holds Happy Travels harmless for his election to not purchase travel insurance or any denial of claim by travel insurer as it relates to COVID-19 or any other claim under the policy. Travel insurance generally only covers unforeseen events. Most insurers classified COVID-19 as a 'known event' late January 2020. Please note that most policies have a specific clause stating they do not cover epidemics and pandemics, especially when travel warnings are in place.
5. Client understands that he/she is bound by the terms of the insurance policy as it relates to COVID-19.
6. Client is aware, understands and accepting of the travel warnings as well as travel restrictions and rules.
7. Client holds Happy Travels harmless for any travel restrictions, death, illness, cancellations by suppliers, hotels, airlines, cruise lines, tour agencies or any other travel provider, financial loss, quarantining rules or measures put in place at airports or destinations you are traveling through to include airport layovers.
8. Client further agrees to hold Happy Travels harmless for any financial penalties or fees imposed by the suppliers, hotels, airlines, cruise lines, tour agencies or any other travel provider due to cancellations or postponements related to COVID-19.
9. Your signed charge authorization is a binding agreement for charging your card, and as such you waive any right to a chargeback in the case of trip delays, changes, or cancellations for any cause (excepting fraud), including a force majeure event, and you agree to refund policies and procedures as outlined in the terms and conditions of the suppliers operating components of

your trip. In the event that you attempt without our authorization to chargeback, reverse, or recollect a trip payment already made, we reserve the right to collect all additional costs, fees, and expenses associated with such chargeback, reversal, or recollection including, without limitation, attorney fees.

10. Client is aware that additional screening procedures and restrictions may take place at airports and in public areas. Client is aware that these restrictions may include mandatory face coverings and/or temperature checks in airports, hotels, cruise ships, trains or other means of transport. Client is aware these procedures can change on a daily basis and client will be checking for changes online.
11. In the event of health pandemics or states of emergency, the suppliers operating your trip (for whom we act as sales agents) may change, delay, or cancel the services they offer for your trip at their sole discretion and with little or no advance notice. Also, government officials in the destinations you visit may change entry requirements, health protocols, and other rules for inbound visitors (including health screenings and tests and mandatory quarantines) at their discretion and with little or no advance notice. You agree that we as sales agents have no control over these decisions and we cannot be held liable for them. Further, you understand that it's your responsibility to comply with the government's rules in the destinations you're visiting that are in effect during your trip.
12. Client is aware that Immigration restrictions may be put in place before or during your travels that may impede your ability to enter or exit your destination as planned.
13. Client is aware that it is his/her personal decision to travel and is doing so with full knowledge of current travel recommendations and travel restrictions with regards to the Coronavirus/COVID-19 and takes full responsibility for his/her actions with regards to this.
14. "Force majeure" means we shall not be deemed to be in breach of any terms and conditions or otherwise be liable to you, and shall not provide any refund due to delay in performance or non-performance of any of our obligations hereunder due to any circumstances beyond our reasonable control (including, but without limitation, to acts of God, explosion, flood, forceful wind, fire, accident, war or threat of war [declared or undeclared], acts of terrorism, sabotage, insurrection, riots, strikes, civil disturbance, sickness, epidemics, pandemics, quarantines, government intervention, weather conditions, defects in machinery and vehicles, delays, or other unforeseeable events). If our agency and/or any of our travel suppliers are affected by force majeure, we shall be entitled to, and may in our sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to your trip.