

## Coronavirus COVID-19 / Pandemics, Epidemics and Viruses Release, Assumption of Risk, Waiver of Liability, Indemnity & No Class Action Clause Travel Agreement\*

Please note that though this agreement focuses on the current Coronavirus – COVID-19 pandemic, any other pandemics, epidemics and / or viruses, whether current or in the future, are bound under this agreement.

The 2019 Coronavirus – COVID-19 (hereinafter referred to as “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 Coronavirus outbreak, the current travel restrictions, and inherent risks involved if choosing to travel.

Client understands that it is his / her responsibility to check the latest travel information and guidelines regarding this or any other pandemic, epidemic and / or virus outbreak with the CDC, <https://wwwnc.cdc.gov/travel/notices>; State Department, <https://www.travel.state.gov>; TSA, <https://www.tsa.gov>; in addition to airlines, hotels, destinations, cruise lines, car rentals, rail and / or any other provider involved in client’s travel arrangements.

Client understands that it is his / her responsibility to have travel insurance to ensure client has 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 the Coronavirus / Covid-19, and / or any other pandemics, epidemics and viruses, whether current or in the future, and claims would be subject to denial. Client holds **SI-YA, LLC, d/b/a HOLIDAY TRAVEL WORLD**, its members, affiliates, and agents harmless (hereinafter referred to collectively as the “Agency” or “**SI-YA, LLC, d/b/a HOLIDAY TRAVEL WORLD**”) for his / her election to not purchase travel insurance or any denial of claim by travel insurer as it relates to Coronavirus, pandemics, epidemics and viruses, whether current or in the future, or any other claim under the policy.

*Travel insurance generally only covers unforeseen events. Most insurers classified Coronavirus as a ‘known event’ as of 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. Client understands that he / she is bound by the terms of the insurance policy as it relates to Coronavirus / Covid-19.*

Client is aware of the travel warnings, travel restrictions and rules, and understands the risks in acceptance, and holds the **Agency** 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. Client further agrees to hold **Agency** harmless for any financial penalties or fees imposed by the by suppliers, hotels, airlines, cruise lines, tour agencies or any other travel provider due to cancellations or postponements due to Coronavirus / COVID-19, pandemics, epidemics, viruses, whether current or in the future, and agrees not to institute a credit card dispute or “charge back” to **Agency** for said penalties or fees.

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 any other means of transport, which may require denied boarding at airports, cruise ships, trains or any other means of transport, in addition to quarantining at hotels, cruise ships, at client’s expense, as well as keeping abreast of client’s state quarantine guidelines upon travel completion. 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.

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, pandemics, epidemics and viruses, whether current or in the future, and takes full responsibility for his / her actions with regards to this.

Client understands and confirms that **Agency**, after reasonable inquiry, has provided client with the best available information regarding pandemic protection policies provided by travel suppliers, including but not limited to airlines, hotels, cruises lines, tour agencies, transfer agencies or any other provider involved in client's travel arrangements, but that said suppliers may not enforce or apply said policies. Additionally, client understands and is aware that even if said travel suppliers make a good faith effort to enforce said pandemic policies and procedures, some travelers may refuse to cooperate with said policies. Client further holds **Agency** harmless for any illness, injury, harm, and damages, including punitive, arising out of or relating in any way to the same that may arise.

Client hereby agrees to waive their right to commence, to become a party to, or to remain a participant in, any group, representative, class, collective, or hybrid class / collective action in any court, arbitration proceeding, or any other forum, against the **Agency**, its members, affiliates, and agents.

Client agrees to pay **Agency** a cancellation fee in the amount of \$750.00 per booking, for any travel arrangements other than flights only; and \$50.00 per person, for flights only; whether cancellation is voluntary or involuntary, in addition to any other applicable travel related cancellation fees, imposed by any suppliers used to provide travel, at time of cancelation, which is not covered by travel insurance. **Agency** fee becomes effective at time of deposit.

This agreement, as well as said **Agency** cancellation fee, as stated above, applies to any current or future pandemics, epidemics, and / or viruses, in addition to canceling for any other reason moving forward.

In consideration of the opportunity afforded to me, and with full knowledge and acceptance of the risks associated with travel, I, \_\_\_\_\_,

(sign above line – print name above line, next to signature)

on this day, \_\_\_\_\_, for travel dates, \_\_\_\_\_, hereby release, indemnify, hold harmless and covenant not to sue **Agency**, its officers, employees, volunteers, agents, representatives, and any other person and / or entity 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 this trip. I make these covenants, release and waivers knowingly and voluntarily. It is further Release, Assumption of Risk, Waiver of Liability, Indemnity & No Class Action Clause Agreement is to be binding on my heirs and assigns, and I sign it of my own free will.

I give consent to waive or accept travel insurance purchase, which has been highly recommended, therefore, I,

\_\_\_\_\_,  
(sign above line – print name above line, next to signature)

on this day, \_\_\_\_\_, for travel dates, \_\_\_\_\_, hereby waive \_\_\_\_\_, accept \_\_\_\_\_ purchasing travel insurance, by **initialing** my election on either respective section above.

**I hereby acknowledge this Agreement to be binding by my signature and date of signature for all travelers listed under this booking. Dates of travel may be revised prior to making final commitment, requiring Agreement to be resubmitted with revised dates of travel. In addition, if accepting travel insurance, I can revise Agreement once a quote has been provided, should I decide to waive purchase, requiring Agreement to be resubmitted, reflecting choice to waive.**

**\*Travel Agreement Terms & Conditions are subject to change / revision, pursuant to travel conditions precedent, and to “force majeure” events beyond reasonable control related to travel.**