**MODEL COVID-ONLY DISCLAIMER AND RELEASE**

**Caution: this form does not constitute legal advice. Use of this form does not create an attorney-client relationship. You should consult an attorney knowledgeable in travel-industry matters before you use them or change them. The law of consumer contracts varies from state to state.**

**You really do not need a separate disclaimer for Covid-19. Instead, it should be part of a document that disclaims other liability, too. However, if you would like such a disclaimer anyway, here is a model.**

**COVID-19 DISCLAIMER AND RELEASE**

Before we make or finalize arrangements for your trip, we require that you sign below or click “I Agree” on our website. Your signature or click will signify your agreement with the following terms and conditions:

1. Health and Other Hazards: ***You agree that it is your personal decision to travel, and you are doing so with full knowledge of current travel recommendations and travel restrictions with regards to the risks of COVID-19.*** We assume no responsibility for and shall not be liable for unsafe conditions or health hazards including pandemics or other illnesses. We have no special knowledge of dangers during travel or at destinations. For information related to such dangers, we recommend going to the State Department travel website at [www.travel.state.gov](http://www.travel.state.gov), click on "Find International travel Information” then click on "Country Information", and fill in the name of the destination country. For medical and health information, we recommend going to the Centers for Disease Control website at [www.cdc.gov/travel](http://www.cdc.gov/travel), then click on “Destinations” and scroll to the name of the destination country.

2**. Vaccination Requirements and Other Rules**: We have no responsibility for COVID-19-related requirements that travel suppliers and governments may impose from time to time, such as **required vaccinations**, health affidavit forms, COVID-19 screenings prior to departure or upon arrival, face coverings, or quarantines. For the latest COVID-19 government travel regulations, we recommend going to IATA’s website at <https://www.iatatravelcentre.com/international-travel-document-news/1580226297.htm>. For the latest travel supplier requirements, **check the website of each supplier, and keep checking because these rules are constantly changing, and we are not responsible for those changes.**

3. Financial Condition of Travel Suppliers: We are not responsible for the acts or omissions of travel suppliers or their failure to adhere to their own schedules, provide services or refunds, financial default, or failure to honor future trip credits. We have no special knowledge regarding the financial condition of the suppliers, and we have no liability for recommending a trip credit in lieu of a refund.

4. Rebooking: If requested, we will assist with obtaining any refunds due or rebooking trips using future credits, but we will charge a nonrefundable fee for such services.

5. Insurance: For your protection, we strongly recommend that you purchase trip cancellation and travel accident insurance. Please note that, unless you buy a cancel-for-any-reason policy, most policies have a specific clause stating they do not cover epidemics and pandemics, especially when travel warnings are in place. No representation or description of the insurance made by our staff constitutes a binding assurance or promise about the insurance. You agree to hold us harmless for your election not to purchase travel insurance or for any denial of claim by travel insurer as it relates to COVID-19 or any other claim under the policy.

6. RELEASE: YOU HEREBY EXPRESSLY ASSUME ALL OF THE RISKS AND DANGERS COVERED IN PARAGRAPHS 1-3 ABOVE, AND YOU HEREBY EXPRESSLY AGREE TO FOREVER RELEASE, DISCHARGE AND HOLD US, AND OUR AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, ASSOCIATES, AFFILIATED COMPANIES, GUIDES, GROUP LEADERS, AND SUBCONTRACTORS HARMLESS AGAINST ANY AND ALL LIABILITY, ACTIONS, CAUSES OF ACTIONS, SUITS, CLAIMS, AND DEMANDS OF ANY AND EVERY KIND AND NATURE WHATSOEVER WHICH YOU NOW HAVE OR WHICH MAY HEREAFTER ARISE OUT OF OR IN CONNECTION WITH THESE RISKS AND DANGERS.

7. Claims Deadline and Exclusive Jurisdiction: You agree to present any claims against us within 30 days after your trip ends and to file suit within one year of the incident, and you acknowledge that this expressly limits the applicable statute of limitations to one year. You agree that the courts in [county name, state name] will be the exclusive jurisdiction for all claims brought by you or us, and you hereby submit to the personal jurisdiction of those courts.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ I wish [] do not wish [] to receive information about cancellation insurance. If you decline, we will ask you to sign a form stating that you choose not to buy

insurance or that you have your own cancellation and travel accident insurance.

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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