## **COVID-19 WAIVER OF LIABILITY**

In Spring 2020, The World Health Organization (WHO) declared the Novel Coronavirus aka COVID-19 a worldwide pandemic. The Center for Disease Control (CDC) issued several preventative measures to combat the virus, such as frequent hand washing, wearing a mask or face covering and keeping at least 6 feet away from others. If contracted, this virus has the ability to cause the traveler serious and severe illness if it is contracted. For more information on the COVID-19 virus, please visit the CDC website at <a href="https://www.cdc.gov">www.cdc.gov</a>.

As a traveler and client of JTravelUp, you agree to the following:

- 1. COVID-19 is a highly contagious virus that can be spread via person-to-person contact or saliva droplets.
- 2. JTravelUp has provided me with information available regarding policies and practices from the vendors and suppliers for the package identified in my travel itinerary.
- Supplier(s) used by JTravelUp may have policies in place to help prevent the spread of COVID-19. JTravelUp was not responsible for drafting nor are they the holder of those policies and I understand that these policies can change at any time at the discretion of the supplier(s).
- 4. I understand that the supplier(s) may not apply those policies as diligently as the policies suggest and even if the supplier makes a good faith effort to enforce its good practices, some travelers may simply refuse to cooperate.
- 5. I understand that each state or country puts in place their own pandemic protective policies and regulations. I further understand that I am responsible for knowing, understanding and abiding by the pandemic protective policies and procedures regarding COVID-19 of all state(s)/country(ies) listed in my travel itinerary, including any policy updates. I also understand that entry into the country for reasons within or outside of my control may be denied by the country(ies) I intend to visit.
- 6. I understand that by choosing to travel to the destinations listed on my itinerary, I can be subjected to voluntary or involuntary quarantine either at home or in the traveled location(s) at my expense.
- 7. I am responsible for making sure that I abide by and understand the pandemic protective policies and procedures including any policy updates regarding COVID-19 provided by the vendor(s) identified on my travel itinerary.
- 8. With full awareness and appreciation of the risks involved with traveling, I, for myself, and on behalf of my traveling companions, including, but not limited to, my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, assume all risks of travel and hereby forever hold harmless, waive, discharge, and release JTravelUp, its officers, agents, independent contractors, affiliates, employees, successors, and assigns (collectively the "Released Parties") from any and all liability,

- claims, demands, actions, and causes of action, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 whether caused by the negligence of the Released Parties or any third-party vendor or supplier partnering with JTravelUp.
- 9. I agree to indemnify, defend, and hold harmless the 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 bodily injury or harm, death, loss of use, monetary loss, or any other injury from or related to my use of JTravelUp services or the services of travel JTravelUp suppliers or vendors, specifically related to COVID-19.

By signing the authorization form and/or acknowledging receipt, I acknowledge and represent that:

- 1. I am at least eighteen (18) years of age and fully competent.
- 2. I have read and understand the foregoing Waiver of Liability and sign it voluntarily on behalf of myself.
- 3. I agree that this Waiver of Liability shall be governed by and construed in accordance with Nevada law, 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.

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