

COVID-19 Waiver of Liability

As the worldwide COVID-19 corona-virus pandemic remains ongoing at this time, I acknowledge that for this reason, and other reasons not reasonably foreseeable at this time, these travel plans may be interrupted or canceled by the supplier that is providing them, a government entity or other third party over which **Treasures Unlocked Travel, LLC** has no control. Moreover, I understand that should I elect to purchase travel insurance, the terms of the policy will dictate whether, and to what extent, coverage for any financial loss may exist under the circumstances. By signing below, I hereby agree to hold **Treasures Unlocked Travel, LLC** harmless and release the agency from any and all liability for any damages, including but not limited to monetary losses, I may incur as a result of such interruption or cancellation of these travel plans. For the avoidance of doubt, I further agree that **Treasures Unlocked Travel, LLC** will not be liable for any failure or delay in performing an obligation that is due to any of the following causes, to the extent beyond its reasonable control: acts of God, accident, riots, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, breakdown of internet service, fire, explosion or national strikes.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 while traveling. Such exposure or infection may result in personal injury, illness, permanent disability, and possible death. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with **Treasures Unlocked Travel, LLC**.

As travel opens around the world, all destinations, airports, air carriers, hotels, restaurants, transfer companies, car rental companies, shops and excursions have established COVID-19 safety measures and precautions which may change from day to day. These safety measures may include, but are not limited to: curfews, attraction closings and reduced hours, size of group gatherings, social distancing requirements, health screenings, self-quarantine requirements and COVID test results. By signing this agreement, I accept ultimate responsibility for myself and my traveling party to have all the necessary provisions for travel (such as COVID test results, pre-travel questionnaires, etc.) Moreover, I understand that I should assume responsibility for the necessary and required documents (such as COVID test results, pre-travel questionnaires, etc.) considering COVID-19, to travel to my specific destination.

I understand and agree to the following:

1. COVID-19 is a highly contagious virus that can be spread via person to person contact;
2. After reasonable inquiry, **Treasures Unlocked Travel, LLC**, provided me with the best available information regarding the pandemic-protective policies and practices of the vendors and suppliers in my travel itinerary.

3. Supplier(s) of **Treasures Unlocked Travel, LLC**, may have policies in place to help prevent the spread of COVID-19. **Treasures Unlocked Travel, LLC**, is not the drafter or holder of those policies and I understand that these policies can change at any time;
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/country institutes 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 I may be denied entry into the country for reasons within or outside of my control;
6. I understand that by traveling, I can be subject to voluntary or involuntary quarantine either at home or in the traveled location(s);
7. I am responsible for knowing, understanding and abiding by the pandemic-protective policies and procedures regarding COVID-19 of all vendors used in my travel itinerary, including any policy updates;
8. With full awareness and appreciation of the risks involved, 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 **Treasures Unlocked Travel, LLC**, 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 **Treasures Unlocked Travel, LLC**. 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 **Treasures Unlocked Travel, LLC**, services, or the services of **Treasures Unlocked Travel, LLC's** suppliers or vendors, specifically related to COVID-19.

By signing below, 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 and my travel companions.
3. I agree that this Wavier of Liability shall be governed by and construed in accordance with **Arizona** 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 Wavier of Liability as a whole.