

**ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY
RELATING TO CORONAVIRUS/COVID-19
FOR
TOTAL ACCESS TRAVEL LLC**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. You have engaged Total Access Travel LLC as your travel advisor. Total Access Travel LLC is prepared to meet with you to plan your next travel experience and has put in place preventative measures to reduce the spread of COVID-19 within the office; however, *Total Access Travel LLC makes no warranties or guarantees as to the preventative measures put into place by government agencies and/or the travel vendors, i.e. carriers, or your risks of exposure to or contracting COVID-19.*

**READ CAREFULLY BEFORE SIGNING
INITIAL EACH PARAGRAPH**

____ INITIALS 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 by participation in travel and related travel activities; and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at or travel with Total Access Travel LLC or any travel supplier contracted through Total Access Travel LLC may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Stacy Billhartz's employees, volunteers, and program participants and their families.

____ INITIALS By signing this document, I acknowledge that each travel supplier may have its own safety guidelines that I am required to uphold, and that I will perform all actions required of me by each travel supplier during my participation in travel and related travel activities, including notice and/or cancellation of arrangements in the event that I am exposed to or infected by COVID-19 prior to or during my scheduled travel. Further, I agree that if my actions result in the spread of COVID-19 to others, neither Total Access Travel LLC nor any of its travel suppliers agree to indemnify or hold you harmless from any claims by others for personal injury, disability or death caused by your exposure or infection.

____ INITIALS 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 my participation in travel and related travel activities through Total Access Travel LLC or any travel supplier contracted through Total Access Travel LLC. On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless Total Access Travel LLC, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Total Access Travel LLC, its employees, agents, and representatives, whether a

COVID-19 infection occurs before, during, or after participation in travel and related travel activities through Total Access Travel LLC.

____ INITIALS By signing this agreement, I acknowledge that the rules, regulations and guidelines required by local, state and federal governments and agencies, including, but not limited to stay at home orders, regulated shut-downs, isolation, quarantine and travel restrictions, may vary from jurisdiction to jurisdiction and may be changed without advanced notice. I understand that it is my sole responsibility to comply with all rules, regulations, and guidelines that are applicable to the area(s) in which I am traveling to, through and/or from, and Total Access Travel LLC has no duty to inform me of any such rules, regulations, and guidelines or changes thereto. I acknowledge that my failure to comply with the rules, regulations and guidelines required by local, state and federal governments and agencies may result in legal consequences.

____ INITIALS I represent that I have adequate insurance to cover any injury or illness I may suffer or cause while participating in this travel activity, or else I agree to bear the costs of such injury or illness myself. I further represent that I have no medical or physical condition which could interfere with my safety in this travel activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

____ INITIALS In the event that I file a lawsuit, I agree to do so in the state where Total Access Travel LLC is located, and I further agree that the substantive law of that state shall apply. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

____ INITIALS By signing this document, I agree that if I am exposed or infected by COVID-19 prior to or during my participation in travel and related travel activities, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

____ INITIALS I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that the services offered by Total Access Travel LLC might not be made available to me if I were to choose not to sign this release, and agree that the opportunity to engage Total Access Travel LLC for the execution of this release is a reasonable bargain. I have read and understood this document and I agree to be bound by its terms.

____ INITIALS I agree that I will practice safe social distancing and clean hygiene during my participation in travel and related travel activities through Total Access Travel LLC and its travel suppliers.

Signature _____ **Print Name** _____

Address _____ **City** _____ **State** _____ **Zip** _____

Telephone (____) _____ **Date** _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT
(Must be completed for travelers under the age of 18)

In consideration of _____ (PRINT minor's names) being permitted to participate in this travel activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian _____ **Print Name** _____ **Date** _____