



Covid-19 Waiver of Liability

In Spring 2020, the World Health Organization (WHO) declared that the Novel Coronavirus (COVID-19) a worldwide pandemic. If contracted, this virus has the ability to cause the traveler extreme illness, including, but not limited to, death. I understand that I am taking the risk of traveling with the knowledge that of the effects of contracting COVID-19.

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. Supplier(s) of KimTravels may have policies in place to help prevent the spread of COVID-19. KimTravels is not the drafter or holder of those policies and I understand that these policies can change at any time;
3. After reasonable inquiry, KimTravels provided me with the best available information regarding the pandemic-protective policies and practices of the vendors and suppliers in my travel itinerary.
4. 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;
5. 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;
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 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;
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 KimTravels 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 KimTravels.

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 KimTravels services, or the services of KimTravels suppliers or vendors, specifically related to COVID-19.

I acknowledge and represent that:

- I am at least eighteen (18) years of age and fully competent.
- I have read and understand the foregoing Waiver of Liability and sign it voluntarily as my own free act and deed.
- That I am sufficiently informed about the risks involved in domestic and International travel regarding COVID-19 and no oral representations or statements, warranties or guarantees, apart from the foregoing written agreement, have been made.
- I execute this document for full, adequate, and complete consideration fully intending to be bound by the same.
- I agree that this Wavier of Liability shall be governed by and construed in accordance with Tennessee 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.