

Participant Assumption of Risks and Indemnification of All Claims

This is a legally binding agreement between World Expeditions, Inc., dba World Expeditions of San Diego (hereinafter known as World Expeditions) and the participant, or legal guardian of a minor participant in the Tour organized and offered by World Expeditions, now or any time in the future. World Expeditions acts as an agent for the participant and is not a travel provider or vendor. This agreement also covers pre-tour and post-tour meetings for the Tour, and shall survive the termination of World Expeditions' services.

Statement of Risk

Participants and parent guardians acknowledge that participation in the Tour comes with inherent risks to participants, and to those exposed to individuals before, during and after the tour, and voluntarily assume all liability for risks associated with participation in the Tour. World Expeditions will make reasonable efforts to reduce risks to participants, but is not liable should injury, harm or illness occur. Risks may include but are in no way limited to slips, trips or falls, hazardous forces of nature, acts of violence, transportation accidents, illness including exposure to and infection with viruses or bacteria, which might result from the actions, inactions, or negligence of World Expeditions and any of the *Covered Parties* (as defined below), whether occurring before, during or after the tour. The preceding list is not inclusive of all possible risks and that said list in no way limits the operation of this Agreement.

Federal and state authorities recommend vaccinations, mask wearing, and social distancing as a means to prevent the spread of contagious diseases.. World Expeditions in no way warrants that following recommended guidelines will prevent a participant from being infected by a virus or bacteria and/or contracting any illness, and from passing it on to others.

Participating in the Tour could increase the risk of contracting contagious diseases. Due to the nature of group travel, participants will not be able to maintain recommended social distancing at all times, and may be exposed to others who are not vaccinated or who are not properly wearing face masks. World Expeditions in no way warrants that infection and resulting diseases will not occur through participation in the Tour and the activities associated with the Tour.

Each travel provider utilized (i.e., airline, bus company, hotel, etc.), and venue and jurisdiction visited as part of the planning and execution of the Tour may have mandatory safety protocols and policies, which may differ from site to site, and may change at any time. These may include but are not limited to proper use of face masks, social distancing, proof of vaccination, health testing, and quarantining. Participants may be denied service, entry to venues or participation in events for failure to comply with any protocols or requirements, or due to changes in policy, and World Expeditions assumes no responsibility or liability for a participant being denied service, entry into a venue or participation in any event, or being forced to quarantine or self-isolate. Refunds are at the discretion of the travel providers. Additional costs incurred are the responsibility of the participant or parent/guardian.

Any participant who becomes ill or tests positive for a debilitating disease, or incurs an injury may be prevented from continuing to travel with the group. World Expeditions will make reasonable efforts to assist in arranging for the care and treatment of injury or illness to participants, and any isolation or quarantining that is required, such as additional hotel room or private transportation. Additionally, participants may be disqualified from the tour, at any time, due to unacceptable behavior. It is the participant's or parent/guardian's responsibility to pay for any additional treatment or travel arrangements.

Waiver, Release, Indemnification and Assumption of Liability

I, the adult participant, or the parent/guardian of the named minor, on behalf of myself and the minor named below, my heirs, representatives, executors, administrators, and assigns, HEREBY DO RELEASE all officers, directors, employees, agents, insurers, and volunteers of the following entities (collectively the "*Covered Parties*"): World Expeditions, designated group leaders, school, school district, and travel providers for the Tour, including but not limited to airlines, hotels, bus companies, museums, theaters, venues, restaurants, and tour guides from any causes of action, claims, or demands of any nature whatsoever including, but in no way limited to, claims of negligence, which I, the named minor, my heirs, representatives, executors, administrators and assigns may have, now or in the future, against *Covered Parties* on account of personal injury, property damage, death or accident of any kind arising out of or in any way related to participation in the Tour, however the injury or damage occurs, including, but not limited to the negligence of *Covered Parties*.

In consideration of my or the named minor's participation in the Tour, I agree to INDEMNIFY AND HOLD HARMLESS *Covered Parties* from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to my or the named minor's participation in the Tour and related activities. I also understand and agree that *Covered Parties* do not assume any responsibility to provide financial assistance in the event of injury, illness, disqualification or incarceration. In the event that I, the named minor or other person is injured, becomes ill, suffers complications due to illness, or suffers other loss, allegedly as of a result of their participation in such event, or exposure to participant during or after event, I agree to release and hold harmless *Covered Parties* in the same manner and to the same extent as set forth above.

I hereby certify on behalf of myself and the named minor that I have full knowledge of the nature and extent of the risks inherent in the Tour participation and that I, on behalf of myself and the named minor, am voluntarily assuming said risks. Should World Expeditions and its group leaders, medical professionals, agents of airlines and other travel providers, or legal and law enforcement authorities determine that I or the minor participant listed below is not able to continue to travel with the group for any reason, including, but not limited to disqualification, incarceration, or the requirement to hospitalize, quarantine or self-isolate, I will immediately take over responsibility for care for myself or the minor participant. **I understand that this may require me or another guardian to travel to the location of the participant at my own expense.** I understand that I will be solely responsible for paying for medical treatment or additional tour costs incurred by me or the named minor. I and the named minor assume all liability for any loss or damage, including personal injury, property damage, or death, that I or the named minor sustains while participating in Tour activities, and that by signing this agreement I, on behalf of myself and the named minor, HEREBY RELEASE *Covered Parties* of all liability for such loss, damage, or death.

I further certify that I have legal capacity to act for myself or as the parent/guardian of the named minor.

Participant Name _____ Parent/Guardian Name if Participant is Minor _____
(Please Print Clearly)

Parent/Guardian Signature _____ Date _____