

COVID-19 ASSUMPTION OF RISK, RELEASE, AND WAIVER OF LIABILITY AGREEMENT

This COVID-19 Assumption of Risk, Release and Waiver of Liability Agreement (the “Agreement”) is entered into between the participant(s) executing this Agreement (“you”, “your”) and Superciao Tour – *Educultural travel made in Italy* srl (the “Company”) in consideration of your participation in the vacation tour or cruise that you purchased from the Company. By signing this Agreement, you represents and warrants that you have consented to, accepted, and agreed to be bound by all clauses set forth herein.

1. You are aware of the COVID-19 pandemic and related government laws, regulations, orders, directives, and guidelines (collectively “directives”) including directives for frequent and thorough hand washing with soap and water, social distancing, and use of facemasks in public locations. You are aware that participation in your tour/cruise activities is occurring in public locations, which may be or may have been affected by the COVID-19 pandemic.

a. You are aware that COVID-19 is highly contagious and is believed to spread mainly from person-to-person contact, and that contact with the virus that causes COVID-19 may result in bodily injury, illness, disease or death.

b. You are aware that you could encounter others, including but not limited to others traveling with the Company, who have COVID-19 or other infectious diseases, or who are infected with the virus that causes COVID-19 or other viruses but who exhibit no symptoms of infection or an infectious disease, which could result in your having serious medical conditions requiring medical treatment in a hospital, quarantine in a government-appointed location, and could possibly lead to death.

c. You are aware that in some cases, COVID-19 or other infectious diseases may not produce symptoms during the actual trip, but may produce symptoms after the trip.

d. You are aware that the Company requires all participants to adhere to all local, state, federal, national, and international directives regarding social distancing, facemasks, and other COVID-19 public health requirements.

e. You are aware the Company must abide by the laws and regulations of local, state, federal, and other national and international governments regarding the safety and the spread of COVID-19 and any other infectious diseases, which may include quarantine in a foreign location, at your expense, without physical access to family and friends and could result in trip interruption or cancellation.

f. You are aware that, where possible, the Company will continue to implement policies intended to reduce the potential for the spread of COVID-19 and any other infectious disease, but that the Company cannot guarantee that you, or members of your traveling party, will not become infected with COVID-19 or any other infectious disease as a result of participating in the tour/cruise.

g. You are aware that you are required to complete a Health Questionnaire prior to participating on services with the Company, which will include confirmation that you have not been diagnosed with COVID-19 in the past 21 days prior to departure, and you have not had symptoms of COVID-19 and have not been in contact with someone with COVID-19, 14 days from the trips departure. You are also aware that you will not be allowed on any services offered by the Company if showing symptoms of COVID-19 upon arrival.

2. You acknowledge the Company advised you to have comprehensive health insurance (including “travel insurance”).

3. You acknowledge that you have received the risk warnings contained herein and that any representation you receive from any other person, whether orally, in writing or otherwise, will not be taken as a contradiction of the risk warnings contained herein.

4. **ASSUMPTION OF THE RISK.** You acknowledge that you have read and understand the above warning concerning COVID-19. You are voluntarily participating in this tour/cruise with knowledge of the inherent risks of COVID-19. You acknowledge participation includes possible exposure to and illness from COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist. You are aware that payment on the reservation indicates acknowledgement and acceptance of these risks. To the extent permitted by law, you hereby:

a. knowingly and freely assume all such risks related to COVID-19 in order to travel with the Company on the tour/cruise, even if arising from the negligence or fault of the Company and its affiliates, owners, officers, directors, employees, agents, or other representatives (the “Released Parties”); and

b. knowingly assume the risk of injury, harm and loss associated with the trip/cruise, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

5. **LIABILITY WAIVER AND RELEASE OF CLAIMS.** You acknowledge that you derive personal satisfaction and a benefit by virtue of your participation in this tour/cruise. The Company’s services are of such value to you that you accept all risks related to COVID-19 in order to participate in this tour/cruise.

6. **RELEASE AND WAIVER.** YOU HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST THE RELEASED PARTIES, EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO BODILY INJURY, ILLNESS, DISEASE, DEATH, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, LOSS OR DAMAGE TO PROPERTY, OR ANY OTHER LOSS WHICH YOU, YOUR HEIRS, ASSIGNS, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES OR AGENTS, OR BY ANY OTHER PERSON FOR WHOM OR TO WHOM YOU ARE OR MAY BE RESPONSIBLE MAY HAVE OR WHICH MAY HEREINAFTER ACCRUE ON YOUR BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM YOUR PARTICIPATION IN THIS TOUR/CRUISE.

4. This Agreement may be executed, made and delivered electronically. You must submit an executed copy of this Agreement via reply e-mail at least 48 hours prior to the scheduled flight/program departure time. In addition, a copy of this Agreement must be handed to your tour director upon arrival at the arrival airport or arrival hotel.

5. Any controversy or claim arising out of or relating in any way to this Agreement shall be resolved exclusively by binding arbitration in Moonachie, New Jersey in accordance with the commercial rules of the American Arbitration Association then existent. In any such arbitration the substantive (but not procedural) law of New Jersey will apply. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable.

By signing this Agreement, you confirm that you have carefully read, understood, and agreed to all of the above terms. You agree that you are entering into this contract of your own free will and that you understand that by signing this Agreement you are releasing certain legal rights and/or remedies that otherwise may have been available to you.

Signature passenger

Date

Name passenger

Passport #

*For minor Child, legal parent or guardian signature:

Signature Legal guardian

Name passenger (minor child)

Passport #