



# WAIVER OF LIABILITY FOR COVID-19

## PRIMARY INFORMATION (as per Booking Form)

Name

Contact Number (Australia)

*The safety and comfort of our guests has always been of paramount concern to Ormina Tours. We have worked diligently to give you the peace of mind you expect. However, there is no way to eliminate all possible risks while traveling and Ormina Tours therefore cannot assume liability in the unlikely event you contract COVID-19 or any other illness ("Illness"). This is the reason for the necessity of the following waiver of liability:*

The novel coronavirus, COVID-19 and other similar pandemics (herein "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. As a result, federal, state and local governments have recommended physical distancing, limiting group sizes in some locations and wearing face coverings.

Ormina Tours has put in place preventative measures to reduce the spread of COVID-19. However, Ormina Tours cannot guarantee that you or anyone in your travel party will not become infected with COVID-19. In fact, travelling on an Ormina Tour and participating in its activities could increase your risk of contracting COVID-19.

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 participating in the tour and that such infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming infected by COVID-19 on an Ormina Tour may result from the actions, omissions, or negligence of myself and others, including, but not limited to Ormina employees, suppliers (and their employees) and other passengers. I understand that complete knowledge of the risk factors of contracting COVID-19 is not complete and that unknown or unanticipated risks may result in injury, illness, death or any other loss. I agree that having considered these risks, I desire to participate in the tour and I freely and voluntarily assume complete personal responsibility for the risk of exposure, illness and death due to COVID-19, even if such injuries or death occur in a manner that is not foreseeable at the time this agreement is signed.

I for myself, and on behalf of my and their heirs, assigns, personal representatives and next of kin voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury (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 tour and its activities ("Claims"). I hereby release, covenant not to sue, discharge and hold harmless Ormina Tours, 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 related thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Ormina Tours, its employees, agents and representatives, whether a COVID-19 infection occurs before, during, or after participation in any tour.

## SIGNED DECLARATION

- I have read this waiver of liability, fully understand its terms, understand that i have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement.
- I agree that if any portion is found to be void or unenforceable, the remaining portions shall remain in full force and effect. No additions, deletions or changes can be made to the release form, and signing it is a requirement for joining the trip.

Signature

Full Name

Date