

L & M Tours

6812 3rd Avenue Brooklyn, NY 11220 718-238-2284

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

I acknowledge the CDC (Centers for Disease Control & Prevention) currently advises that travel by bus, where it can be hard to physically distance from other travelers, can increase my chances of getting and spreading the Coronavirus/COVID-19.

I further acknowledge that L & M Tours has put in place preventative measures to reduce the spread of COVID-19 but cannot guarantee that I will not become infected with COVID-19.

I understand that the risk of becoming exposed to and/or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, company staff, other company vendors (hotels, attractions, restaurants, etc.) and their employees, and other passengers. Nonetheless, I assume all related risks, both known and unknown, associated with the services provided by L & M Tours.

I voluntarily seek services provided by L & M Tours and acknowledge that may be increasing my risk to exposure to COVID-19. I acknowledge that I must comply with all set procedures and protocols established by L & M Tours to reduce the spread of COVID-19 while traveling.

I attest that:

- I am not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, or fever.
- I have not traveled internationally within the last 14 days.
- I have not traveled to a highly impacted area within the United States in the last 14 days.
- I do not believe I have been exposed to someone with a suspected and/or confirmed case of COVID-19.
- I have not been diagnosed with COVID-19 and not yet cleared as non-contagious by state or local public health authorities.
- I am/will be following all CDC recommended guidelines and limiting my exposure to COVID-19 including, but not limited to, the wearing of an appropriate face covering/mask.
- Should I feel and/or become sick while as a tour participant, I will immediately alert L & M Tours' staff and will cooperate should I be asked to leave the tour. I understand that travel home would be at my expense and unless I have purchased Tour Protection with Interruption Assurance, I would not be entitled to any refund.

By signing this Waiver, I hereby forever release and waive my right to bring suit against L & M Tours and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing L & M Tours' services and premises. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of L & M Tours or any of its employees, owners, agents or other representatives related to utilizing L & M Tours' services and premises.

I agree to indemnify and hold L & M Tours as well as any of its affiliates or subsidiaries, officers, directors, managers, members, agents, attorneys, representatives, predecessors, successors and assigns, harmless against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise arising out of the services provided by L & M Tours. This indemnity includes attorney's fees as well as any related costs.

I am aged 18 or older and fully competent to sign this Waiver. I understand and agree that this Waiver is intended to be as broad and inclusive as permitted by the laws of the State of New York. I certify that I have read this Waiver, that I fully understand its contents and voluntarily sign it. I agree that no oral representations, statements, or other inducements to sign have been made apart from what is written in this Waiver.

Signature _____

Date _____

Printed Name _____

Tour Name _____

Departure Date _____