



Millennials in Travel FAM Release Form

- 1. By accepting the offer by Millennials in Travel and its Travel Service Providers, I agree to the terms set out in this Release. Arrival in the destination will be seen by Millennials in Travel and its Travel Service Providers as acceptance of all aforementioned terms and release of liability.
- 2. I understand that reference in this acknowledgement:
 - a. to Millennials in Travel includes organizations affiliated with Millennials in Travel, including without limitation the Travel Service Providers and includes the officers, directors and managers of Millennials in Travel of those organizations; and
 - b. to me include my heirs, distributees, guardians, legal representatives or assigns.
- 3. I agree and acknowledge that:
 - a. Millennials in Travel has assisted to coordinate or provide introductions to certain travel arrangements and related services (the Travel Services) on my behalf;
 - b. Travel Service Providers include any and all entities that provide services on this FAM, including but not limited to: transportation companies, airlines, hotels, cruise lines, tour operators, ground operators, tourism boards, tour guides and atttractions.
 - c. Millennials in Travel will not arrange any insurances for me or on my behalf in connection with the Travel Services;
 - d. in connection with the Travel Services it is prudent for me to insure against:
 - i. death or injury howsoever caused;
 - ii. loss of or damage to property; and
 - iii. liability, however arising, to third parties for death or injury or loss of or damage to property.
 - e. Millennials in Travel is not itself a tour operator, travel agent, carrier or hotelier, nor do we own aircraft, hotels or coaches. We exercise every care in the selection of reputable tour operators, travel agents, airlines, coach operators, hotels, cruise line operators, and other suppliers of health services, etc or the various travel services which are used in these tours. It is important to note, therefore, that all bookings are subject to the terms and conditions and limitations of liability imposed by tour operators, travel agents, airlines, coach operators, hoteliers and other service providers including but not limited to shipping, car hire and restaurant operators, whose services are utilised, some of which limit or exclude liability in respect of death, personal injury, delay and lost or damage to baggage.

We strongly recommend that you have travel insurance.

f. Millennials in Travel always does its best to make sure that your tour arrangements are satisfactory. However, we cannot accept any liability of whatever nature for the acts, omissions or default, whether negligent or otherwise, of those tour operators, travel agents, airlines, coach operators, shipping companies, hoteliers or other persons providing services in connection with your tour pursuant to a contract between themselves and yourself (which may be evidenced in writing by the issue of a ticket, voucher, coupon confirmation of the like) and over whom we have no direct or exclusive control.

g. Millennials in Travel does not accept any liability in contract or in tort for any injury, damage, loss, delay, additional expenses or inconvenience caused directly or indirectly by *force majeure* or other events which are beyond our control, or which are not preventable by reasonable diligence on our part including but not limited to war, civil disturbance, fire, floods, pandemics, disease, unusually severe weather, acts of God, acts of Government or of any authorities, accidents to or failure of machinery or equipment or industrial action (whether or not involving our employees and even though such action may be settled by acceding to the demands of a labor group). In the event the trip is cancelled for any reason, Millennials in Travel will not compensate participants for any incurred expenses.

We strongly recommend that you purchase travel insurance inclusive of medical and/or COVID-specific coverage.

- 4. I agree to release Millennials in Travel and its Travel Service Providers from any claim by me in respect of death or injury however caused or loss of or damage to property arising out of or in connection with the Travel Services including claims arising from the negligent acts or omission of Millennials in Travel and/or its Travel Service Providers.
- 5. I agree to indemnify Millennials in Travel against all losses, expenses, damages and costs incurred by or awarded against Millennials in Travel as a result of death or injury or loss of or damage to property caused by, or contributed to, by me in connection with the Travel Services.
- 6. If any part of this agreement is invalid, or unenforceable in a particular jurisdiction that part shall apply only to the extend lawfully possible or shall be excluded from the agreement in that jurisdiction but only to the extend of the invalidity or unenforceability, and it does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions in any jurisdiction.
- 7. I agree to the itinerary supplied by Millennials in Travel and understand that any cancellations or changes from my behalf to this itinerary prior to departure must be approved by Millennials in Travel and their Travel Service Providers. I agree and understand that changes to the itinerary once traveling will not be permitted unless there are extenuating circumstances. I agree to take responsibility for all expenses that result from itinerary cancellations or change not approved by Millennials in Travel or the Travel Service Providers both before departure or during travel.
- 8. I agree to be included in photographs or video while travelling and allow Millennials in Travel to use my name, image, likeness and comments in social media promotion and not seek financial compensation for such usage in perpetuity. I agree to allow the Travel Service Providers to use my name, image and comments in social media promotion and not seek financial compensation for a period of five (5) years.
- 9. I agree to actively participate in all scheduled activities (partial attendance is not permitted, unless otherwise pre-approved). I agree to be respectful of others in the group and of the Travel Service Providers. I agree to refrain from misuse or distribution of any illegal drugs or alcohol. I agree to abide by a professional and/or smart casual dress code and maintain professional demeanor at all times in all

environments. I understand that any illegal or unprofessional actions, may result in the immediate dismissal from the FAM and from the organization which may incur additional costs or cancellation penalties.

- 10. I understand that cancellations are not permitted after acceptance has been confirmed, unless an unforeseen personal or medical emergency arises. I agree to contact Millennials in Travel immediately and understand that a cancellation fee may apply if I cancel or do not attend.
- 11. I understand that I am representing Millennials in Travel as a participant and will actively engage in social media promotion solely attributing coverage to Millennials in Travel using designated social media handles and hashtags in an appropriate manner and the Travel Service Providers if requested.
- 12. I agree to complete a Millennials in Travel Post-FAM Survey within 10 days of the completion of the FAM or within 7 days of receiving the link; whichever is a later date.
- 13. I agree to be up-to-date on any vaccinations (including COVID-19) and/or other destination-specific innoculations prior to the start of the trip and furnish any documentation of such vaccination as requested by Millennials in Travel or the Travel Service Providers.
- 14. COVID-19 Protocols: In response to ongoing health concerns related to COVID-19 and other potential diseases, you should be aware that there is an inherent risk of exposure to COVID-19 and other infectious diseases, including currently unknown diseases, in any place where people are or have been present, even when all possible health and safety protocols are employed. COVID-19 is an extremely dangerous disease that can lead to severe illness and death. Millennials in Travel cannot guarantee that you will not be exposed to and/or infected with COVID-19 or any other infectious diseases, including currently unknown diseases, at any point during the FAM, even when all possible health and safety protocols are employed.
 - a. You acknowledge that Millennials in Travel does not oversee or control the policies and procedures that the hosting properties or Travel Service Providers have in effect, nor does Millennials in Travel control the manner in which these venues ensure that those policies and procedures are followed or enforced. Furthermore, even if all Travel Service Providers make a good faith effort to ensure compliance with those policies, some individuals (whether or not other participants in the Millennials in Travel FAM or locals with whom you come into contact) may not follow the relevant health and safety protocols. Your arrival in the FAM destination constitutes your agreement that you assume all risks related to exposure to COVID-19 and other infectious diseases, including currently unknown diseases, as provided for herein.
 - b. You agree that it is your personal decision to travel, and you are doing so with full knowledge of current travel recommendations and travel restrictions with regards to the risks of COVID-19. Millennials in Travel assumes no responsibility for and shall not be liable for unsafe conditions or health hazards including pandemics or other illnesses. We have no special knowledge of dangers during travel or at destinations. For information related to such dangers, we recommend going to the State Department travel website at <u>www.travel.state.gov</u>. For medical and health information, we recommend going to the Centers for Disease Control website at <u>www.cdc.gov/travel</u>.

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- c. You acknowledge that Millennials in Travel has no responsibility for COVID-19-related requirements that travel suppliers and governments may impose from time to time, such as required vaccinations, health affidavit forms, COVID-19 screenings prior to departure or upon arrival, face coverings, curfews, quarantines or COVID-specific travel/health insurance. You agree that it is your responsibility to adhere to the strictest of any/all laws and regulations implemented by the federal, state/provincial, and local governments as well as any Travel Service Providers policies.
- d. You understand that any/all financial requirements that are associated with traveling on this FAM include but not limited to: pre-arrival testing or vaccinations as per entry requirements, mandatory quarantine or isolation including accommodations, food, medical tests, treatments, transfers, flights or other expenses is on each person's own account and will not be paid or reimbursed by Millennials in Travel or its Service Providers.
- e. I agree to cancel my participation in a Millennials in Travel FAM if I test positive for COVID-19 within three (3) weeks of the start date of the FAM or am awaiting COVID-19 test results within two (2) weeks of the start date of the FAM.
- f. I understand that if I am unable to travel due to any medical condition (including COVID-19), I will notify Millennials in Travel within 24 hours. Additionally, I agree to share any diagnosis for COVID-19 with the Millennials in Travel FAM host, its directors and fellow FAM participants within 10 days after the completion of the FAM, so testing can be conducted with contacted individuals. I understand this information will be shared only with necessary parties at the discretion of Millennials in Travel leadership.
- 15. I have carefully read this document and fully understand its contents, and that it is a release of liability of Millennials in Travel.

RELEASE: YOU HEREBY EXPRESSLY ASSUME ALL OF THE RISKS AND DANGERS COVERED IN SECTIONS 1-15 ABOVE, AND YOU HEREBY EXPRESSLY AGREE TO FOREVER RELEASE, DISCHARGE AND HOLD MILLENNIALS IN TRAVEL, TRAVEL SERVICE PROVIDERS, OWNERS, EMPLOYEES, OFFICERS, DIRECTORS, ASSOCIATES, AFFILIATED COMPANIES, GUIDES, GROUP LEADERS, AND SUBCONTRACTORS HARMLESS AGAINST ANY AND ALL LIABILITY, ACTIONS, CAUSES OF ACTIONS, SUITS, CLAIMS, AND DEMANDS OF ANY AND EVERY KIND AND NATURE WHATSOEVER WHICH YOU NOW HAVE OR WHICH MAY HEREAFTER ARISE OUT OF OR IN CONNECTION WITH THESE RISKS AND DANGERS.

Name of Participant :	Date:
Signature:	Name of FAM: