

COVID-19 WAIVER OF RIGHTS AND RELEASE OF LIABILITY



Please complete this and send to:

BESTWAY TOURS & SAFARIS

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Tour Name
Departure Date (Month DD, YYYY)

Bestway Tours & Safaris requires all travellers to read and complete a COVID-19 Waiver. Please read and complete the form below.

Bestway Tours & Safaris Incorporated ("BTS") offers the services of organizing tours and safaris around the world. In this document, "Tour" refers to the totality of any travel booked through BTS, including but not limited to group or customized tours, pre- and post-tour accommodation, flights and optional activities. Due to the worldwide effects of the novel coronavirus and ensuing disease COVID-19 (collectively "COVID-19"), by booking a Tour with and retaining the services of BTS, you hereby agree to this Waiver and Release of Liability ("Waiver").

Please note by agreeing to and signing this Waiver you and all individuals party to your Tour booking (collectively "you" or "your") are waiving certain legal rights. Please read the following terms carefully.

By booking a Tour with BTS and signing this Waiver, you hereby acknowledge and agree as follows:

- A. COVID-19 is active and worldwide, with associated health risks and restrictions that could, without warning, affect and cause significant disruptions, cancellations and changes to any and all travel arrangements, by way of COVID-19 outbreaks, sudden border closures, quarantines, entry restrictions, lockdown orders, airport closures, government travel advisories, return-home directives, hospitalization for treatment and other similar consequences, including but not limited to other consequences not reasonably foreseeable at this time (collectively referred to as the "COVID-19 Risks").
- B. Your Tour booking, and travelling in general, entails certain unavoidable risks that may increase your exposure to and/or elevate your risk of contracting COVID-19, including but not limited to being in locations or vehicles frequently used by other people or passengers, or being in close proximity to other individuals and being physically unable to maintain a social distance of at least 2 meters (6 feet). Furthermore, you acknowledge and understand that in direct response to the COVID-19 pandemic, many countries have issued travel advisory notices, restrictions or outright bans for non-essential travel. You acknowledge and agree that our Tours are non-essential, and any Tours or services we offer in general shall not be construed as any representation, warranty, or guarantee about the state of travel or of the COVID-19 pandemic in general, in any country.
- C. By booking a Tour, you have signed and agreed to BTS Terms & Conditions and, notwithstanding any COVID-19 Risks, COVID-19 related changes, cancellations, injury or loss incurred by you as part of a Tour booking, you are bound by the provisions therein, including any relevant cancellations or penalties. In the event that some or all of the travel arrangements are cancelled, interrupted or otherwise affected by COVID-19, your rights and remedies shall

be as determined and limited by the BTS Terms & Conditions or any other terms and conditions you agreed to in booking your Tour.

- D. BTS highly recommends travel insurance, and it is your responsibility to purchase comprehensive travel insurance that includes coverage for trip cancellation and/or interruptions, as well as coverage for financial loss, medical costs, and all other COVID-19 Risks. Nevertheless, you understand and acknowledge that purchase of travel insurance still may not be enough to cover any loss or damage you incur through a Tour booking, or that trip cancellation/interruption or specific COVID-19 Risks may not be covered by some travel insurance plans.
- E. You are solely responsible for educating yourself on the latest COVID-19-related news, health orders, rules, regulations and legal requirements in your home jurisdiction and in the jurisdiction(s) you will travel to as a result of your Tour. Any COVID-19-related information, updates, travel tips, links or other resources provided by BTS, either through our website or through other means, are provided for your convenience only and should not be relied upon as an authoritative or definitive source of COVID-19 information or instruction.
- F. Your personal and financial safety is exclusively your responsibility, and, by booking a Tour and proceeding with travel during the COVID-19 pandemic, you freely accept and fully assume all risks, dangers and hazards, and the possibility of property damage, financial loss, personal injury or death, resulting directly or indirectly from your Tour booking, COVID-19, and/or your failure or inability to procure travel insurance, whether such risks, dangers or hazards are expected or unexpected.
- G. In no event shall BTS or its agents, employees, officers, directors, guides, group leaders, subcontractors, agents or assigns (collectively the "Releasees") be liable for any loss, injury or claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation, physical injury, illness, death, damaged property, lost profits, lost revenue, lost savings, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, suffered or sustained by you as a result of the Tour booking or as a result of COVID-19.
- H. You agree to indemnify and save harmless the Releasees and each of them against any and all claims, demands, losses, damages, costs or expenses, including reasonable legal fees and costs which the Releasees or any of them or their personal representatives may be liable to pay or may incur, brought by any third party as a result of the Tour booking or as a result of COVID-19.
- I. This Waiver shall be effective and binding upon your heirs, next of kin, executors, administrators and assigns.
- J. If any part of this Waiver is found to be unenforceable, that will not affect the enforceability of any other part, each of which is severable from any unenforceable part.

First Name	Last Name
COVID-19 Waiver of Rights and Release of Liability	
I have read and understood the Bestway Tours & Safaris	COVID-19 Waiver and agree with it.
Signature	Date