



**Disney Parks Around the World – A Private Jet Adventure  
JUNE 16 – JULY 9, 2024**

**AGREEMENT (INCLUDING TERMS AND CONDITIONS AND  
OPERATOR-PARTICIPANT CONTRACT)**

## TERMS AND CONDITIONS AND OPERATOR-PARTICIPANT CONTRACT

**1. TERMINOLOGY AND TRIP-SPECIFIC DETAILS:** As used in these Terms and Conditions and Operator-Participant Contract:

- a. "Activity" means each recreational or other activity in the course of the Trip.
- b. "Air Carrier" means **Icelandair**.
- c. "Aircraft" means a privately chartered **Boeing 757 jet with 75 VIP-style seats**.
- d. "Departure City" means **Los Angeles, CA**.
- e. "Guest," "Participant," "you," and "your" refer to the guest or passenger making a Trip or travel reservation with us and also applies to any member of a guest's or passenger's traveling party.
- f. "Guest Confirmation" means the confirmation of booking.
- g. "Operator," "our," "us," and "we" refer to **ABD, LLC d/b/a Adventures by Disney, 215 Celebration Place, Kissimmee, FL 34747**.
- h. "Return City" means **Orlando, FL**.
- i. "Surety Bond" means a surety bond **#404250169** issued by Surety Company.
- j. "Surety Company" means **Liberty Mutual Insurance Company, 175 Berkeley Street, Boston, Massachusetts 02116**.
- k. "OPC" means these Terms and Conditions and Operator-Participant Contract.
- l. "Trip" means **DISNEY PARKS AROUND THE WORLD – A PRIVATE JET ADVENTURE, June 16 – July 9, 2024\*** on our website, catalog, or marketing materials or an Adventure you have reserved that is set forth in your Guest Confirmation and includes all Activities.
- m. "Trip Itinerary" see <https://www.adventuresbydisney.com/around-the-world/global-jet-adventures/>.
- n. "Trip Price" means **\$114,995** per person (double occupancy) with a **\$11,495** single supplement.

**2. SERVICE PROVIDERS/SUPPLIERS:** We may license or engage qualified professional tour operators to organize and administer activities or travel. Any such designated tour operator, its parent, subsidiaries, and assigns, and their respective employees, affiliates, officers, directors, successors, representatives, agents and assigns (collectively "Tour Operator"), in turn, acts only as an agent for any transportation carrier, hotel, ground operator, restaurants, or other suppliers of services connected with specific itineraries ("Suppliers"). The Suppliers are solely responsible and liable for providing their respective services and neither we nor Tour Operators are responsible for delay, mishap, inconvenience, expense, irregularity, bodily injury, illness, emotional distress, death, or loss to property occasioned by or through the conduct or omission of a Supplier, each of which is subject to the laws of the country or state where the services are provided. In addition, the passenger tickets in use by any carriers will constitute the sole contract between you and the carrier; the carriers are not responsible for any act, omission, or event during the time you are not aboard their conveyances.

**3. INDEPENDENT ACTIVITIES:** If you decide to participate in any activity or excursion that is not arranged or led by us or the Tour Operator, neither we nor the Tour Operator shall have any responsibility for or control over your safety or well-being, which will be solely your responsibility.

**4. PRIVACY POLICY AND COMMUNICATION PREFERENCES:** Guest consents to this OPC and the Terms of Use (see <https://disneytermsofuse.com/>), and acknowledges Guest has read our Privacy Policy (see <https://privacy.thewaltdisneycompany.com/en/>) and, as applicable, Your California Privacy Rights (see <https://privacy.thewaltdisneycompany.com/en/current-privacy-policy/your-california-privacy-rights/>). If any portion of the Trip is fulfilled by Suppliers (as defined above), by booking the Trip, Guest understands that we may provide Guest personal information to Suppliers for their independent use to fulfill the reservation. If Guest is receiving any catalogs or mailings, has address updates, or would like to update marketing communication preferences, please visit: <https://privacy.thewaltdisneycompany.com/en/privacy-controls/communication-choices/>.

**5. TRIP ACTIVITY LEVEL AND REQUIREMENTS:** You are advised to carefully read the details of your selected itinerary before booking a Trip. Certain itineraries may not be suitable for all Guests, including Guests with disabilities, due to terrain/local conditions, the nature of the Activities, or otherwise. Neither our staff nor our Suppliers/contractors may physically assist Guests who need or may need assistance during the Trip or with respect to any Activity. **Guests should expect to walk at least one mile without resting, walk comfortably on uneven terrain, walk up and downhill comfortably, walk up to 25 stairs to board and descend the private jet, and to carry up to 10 pounds in a backpack.** Boarding assistance will be provided at all U.S. airports, the first foreign airport after departure from the United States, and the last foreign airport before arrival in the United States, if applicable, as provided by Part 382 of the U.S. Department of Transportation's rules, but other airports may not provide assistance. If the Guest cannot participate in the Trip at a reasonable pace, or requires extra assistance, arrangements may be made for private touring at each destination, if necessary, at the discretion of our Trip staff. Depending upon the nature of the arrangements, extra costs for such arrangements will be your responsibility. If you would like to forgo some of the scheduled sightseeing to rejuvenate and relax, you may feel free to do so at any time. All Guests are strongly encouraged to consult with their personal physician before booking a reservation. Please contact us about specific itineraries or Activities.

**6. PHYSICIAN APPROVAL FOR TRAVEL:** We have engaged an independent physician group to staff the Trip with a U.S.-licensed physician ("Trip Physician"). The Trip Physician determines whether an individual may be able to/ought to participate in the Trip, and is available to Guests to provide certain professional medical services during the Trip. You understand and agree that the Trip Physician is not an agent or employee of ours.

As a condition of participation in the Trip (except as applicable to air transportation as provided by Part 382 of the U.S. Department of Transportation's rules), you must obtain your personal physician's approval to join this Trip. We will send you a Physician Approval for Travel form for your personal physician to complete. The completed form should be submitted directly to the Trip Physician as directed by us or on the form. You understand and agree that the Trip Physician may share information from the completed form with us. For the latest recommendations on specific health precautions for the areas visited, you should consult your physician and the U.S. Centers for Disease Control and Prevention.

**7. ALLERGIES AND SPECIAL DIETARY REQUESTS:** On the Trip, meals are prepared based on the availability of ingredients in each destination. Please keep in mind specific meal requests may not be available at every stop. Further, please be advised that food and beverage locations are not owned or operated by us. For food and beverage offerings arranged by us, we use reasonable efforts to communicate special dietary requests to the locations and, for pre-packaged retail food and beverage, we rely on supplier/manufacturer ingredient labels. Please contact us so you can make an informed choice because food preparation processes and menus vary by location. You are responsible for deciding whether any particular offering meets your requirements. We cannot guarantee that any offering is completely free of allergens.

**8. ELIGIBILITY/MINORS:** Our website establishes minimum eligibility ages for each itinerary as well as recommended minimum ages, which are based on several factors; however, some Activities may have weight or height restrictions and/or different minimum ages than our overall minimum eligibility age or recommended minimum age. Please contact us for details. All persons under age 18 must be accompanied by a parent or legal guardian over age 21 in the same room. In the event a minor is not accompanied by all legal guardians on the Trip, you agree to carry (or will ensure that the approved traveling companion, if any, carries) a notarized document from each legal guardian not on the Trip, granting approval for the minor to travel on the Trip and to present said documents to any authority requesting them. In the event you are the sole guardian of the minor, you agree to carry documentation evidencing such and present to any authority when requested.

**9. REPRESENTATION OF HEALTH/SAFETY/RIGHT TO TERMINATE:** By booking your Trip, you represent and certify that you and all members of your traveling party: (i) have carefully read the details of the Trip Itinerary and selected an itinerary that is appropriate for each person's abilities; (ii) do not have any impairment or disability which might present a safety risk during the Trip or any of the Activities; (iii) have consulted with a personal physician as appropriate; and (iv) will immediately advise us if anyone in your travel party is unable to meet the safety requirements that are necessary for the safe operation of the Trip or Activity. If your circumstances change between the date of booking and the Trip departure, you must inform us as soon as possible and advise us of any special requests.

We reserve the right to cancel, terminate, discontinue or modify any reservation, Trip, or Activity, if the Guest cannot meet the safety requirements that are necessary for safe operation or fails to obey signage, instructions, protocols, or rules. We further reserve the right to: (i) immediately terminate any Trip or Activity if the Guest is disruptive or otherwise adversely impacts the experience for others, without any refund to the Guest; and (ii) make changes to the Trip Itinerary or Activity as appropriate for safety, security, comfort or convenience, without liability or notice.

**10. PREGNANCY:** Airlines and local Suppliers may have restrictions applicable to women who are pregnant, and depending on the week of pregnancy, pregnant women may not be permitted to book or participate in certain Activities. For these select itineraries, neither a physician's medical statement nor a waiver of liability will be accepted by us. We cannot be held responsible or liable for any complications relating to pregnancy at any stage. If pregnant, you are strongly encouraged to consult with your personal physician before booking a Trip regardless of itinerary. Please contact us if you have questions about specific itineraries.

**11. TRAVEL INSURANCE:** Travel insurance is strongly recommended and is available through multiple independent travel insurance providers. Travel insurance typically provides coverage for Trip cancellation and interruption, baggage protection and delay, travel accidents and delay, and emergency medical and dental services and certain associated transportation. If you do not purchase travel insurance, you are responsible for any medical expenses, any medical evacuation costs, and any other costs arising during your travel.

**Trip-cancellation insurance is available at an additional cost. For more information about how to enroll in an option available through Travel Insurance Services, contact your Private Jet Adventure Manager.**

**12. PRICING DETAILS:** All prices are (i) per person based on two persons sharing a room, unless otherwise noted; (ii) quoted in U.S. dollars; (iii) estimates based on tariffs, currency values, fares and third-party charges; and (iv) subject to change prior to booking. Prices vary for each Trip based primarily on when you book, when you travel, room configuration and room location.

Once your deposit and signed Agreement (defined below) is received by us, your Trip Price is guaranteed, except where price increases may result from increases in government taxes or fees. Guests added to your party after initial booking will be priced at the then-prevailing rate. A limited number of single rooms are available at an extra cost on a first-come, first-served basis. Suite rooms are available in some destinations; more information about them, including their extra costs, will be sent to you in the months before your departure.

**13. WHAT IS INCLUDED IN THE PRICE:** Aircraft that departs from Departure City and returns to Return City. Deluxe or best available accommodations and all applicable taxes in the destinations and options as indicated in the catalog or on the website, from arrival at the first hotel through departure from the last hotel. All meals beginning with dinner on the first night of the Trip and ending with breakfast on the last morning of the Trip. All taxes; airport transfers at the beginning and end of the Trip; group

transportation; excursions; special events and Activities; extensive program of options at most destinations; enrichment program, including lectures by a team of experts; services of professional staff, including a Trip Physician; amenities package; \$50,000 medical evacuation insurance (which includes minimal accident/sickness/baggage insurance) for covered reasons; bottled or potable water throughout the Trip (during sightseeing, at scheduled meals, and in your room); all beverages, including liquor, aboard the private jet; liquor during special events and cocktail parties on land; house wine and/or beer at lunch and dinner; nonalcoholic beverages at all scheduled meals on land; baggage handling during the Trip; Internet access in hotels, where available; and tips or gratuities to Trip staff, private jet crew, local guides, drivers, porters, and waitstaff. Any tips or gratuities not specifically mentioned as included in the total Trip Price will be at your discretion. No refund will be made for any accommodations or services included in the Trip Price that you voluntarily do not use. The exact Trip itinerary, name and location of hotels, length of stay at each hotel, and other ground accommodations and services are set forth in the Trip Itinerary, which is by this reference expressly incorporated herein.

**14. WHAT IS NOT INCLUDED IN THE PRICE:** Commercial airfare from your home city to Departure City, and from Return City, to your home city; optional and additional accident/baggage/cancellation insurance; passport and visa fees; personal expenses such as laundry, telephone, and fax fees; all beverages not mentioned above as included; hotel minibar charges; meals not scheduled by us; any tips or gratuities not specifically mentioned as included in the total Trip Price; cost of pre-trip inoculations obtained as a condition of participating in the Trip; personal medications; and any medical expenses, medical evacuation, hospitalization, or other emergency medical service not supplied by a Trip Physician or covered by the provided medical evacuation insurance.

**15. DEPOSIT AMOUNTS:** A \$5,000 per-person deposit is required to hold a reservation for 48 hours to allow you time to review and sign the General Release, COVID-19 Release, and Travel Agreement (incorporating the OPC) (the “Hold Period”) after which your reservation will be confirmed. If you do not return a signed Agreement within 48 hours, your reservation will be released and your deposit will be refunded within 7 days. For reservations made within the timeframe between the Final Payment Date (as defined below) and departure, you must pay an amount equal to 100% of the Trip Price, but your reservation will remain fully refundable for the Hold Period. The deposit may be made by check, wire transfer, or major credit card.

**16. PAYMENT AMOUNTS AND DUE DATES:** The following are the payment amounts and dates that apply, unless the reservation is made on or after the Final Payment Date, in which case 100% of the Trip Price is required to be paid at the time of reservation:

	<b>Amount Due</b>	<b>Date Due</b>
<b>Second Payment</b>	\$20,000 per person	<b>October 20, 2023</b>
<b>Final Payment</b>	Remaining balance of Trip Price per person	<b>February 17, 2024</b>

The second payment and final payment may be made by check, wire transfer, or major credit card. Payment instructions will be included with each invoice. We may cancel your reservation if full payment has not been received by the final payment date.

With your authorization, if the Trip is fully booked when your reservation request is received, we can collect the deposit and place your name on a waiting list in the event other Guests cancel their reservations. Even if you authorize us to put your name on a waiting list and collect your deposit, we will notify you within 7 days if the Trip is still fully booked.

**17. GUEST CANCELATIONS AND REFUNDS:** Failure to strictly comply with the deposit and final payment schedules, or any other applicable policies and procedures, will result in the automatic cancelation of pending reservations and applicable fees will be assessed.

You must cancel in writing, by mail or email. The time of cancelation will be the date of the postmark or upon which we receive email notice from you.

Unless stated otherwise in your Guest Confirmation, the following cancelation policy shall apply:

<b>If your notice is received...</b>	<b>You will receive a refund of all payments (including deposit) less a...</b>
<b>On or before June 16, 2023</b>	\$2,500 per-person cancelation fee.
<b>From June 17, 2023 to October 20, 2023</b>	\$5,000 per-person cancelation fee.
<b>From October 21, 2023 to December 19, 2023</b>	\$15,000 per-person cancelation fee.
<b>From December 20, 2023 to February 17, 2024</b>	\$25,000 per-person cancelation fee.
<b>On or after February 18, 2024</b>	No refund.

Notwithstanding the above cancelation fee schedule: for reservations made subject to a Hold Period, any payments made shall be fully refundable during the Hold Period.

The cancelation fees set forth above shall apply irrespective of resale by us. Cancelation policy for group travel may vary. **Please contact us or your travel agent, if applicable, for complete details.**

Refunds will be processed within 14 days of receipt of your notice of cancelation. Arriving late or leaving a Trip in progress, for any reason whatsoever, will not result in a refund, and no refunds will be made for any unused portions of a Trip. If you cancel and provide a substitute participant for the Trip, you will receive from us a full refund of money paid toward the price once the substitute participant has paid in full. **Please note that the costs for visas, commercial air tickets, insurance, suite upgrades, and pre- or post-Trip independent arrangements may not be refundable.**

**18. SECURITY AGREEMENT:** Your payments are protected by a Surety Bond issued by Surety Company (the "Security Agreement"). Any claims against this Security Agreement must be filed with us or Surety Company within 60 days of the termination of the Trip. Termination means the date of arrival (or in the case of a canceled flight, the intended date of arrival) of the return flight. If there is no return flight in your Trip Itinerary, termination means the date or intended date of departure of the last flight in your Trip Itinerary. After that time, we and Surety Company will be released from liability under the Security Agreement.

**19. PRE- AND POST-TRIP EXTENSIONS AND EXTRA ARRANGEMENTS:** We recommend that you arrive a day or two prior to the start of your Trip to get acclimated and to allow for unexpected travel delays. Also, you may choose to stay a day or two after to extend your Trip on your own. Both pre- and post-stays are available at additional cost to you. Please contact us for price, details and availability, which are not guaranteed. On some Trips, airport meet & greet and hotel transfer services are available in

connection with these additional days. Our special rates for these additional days are only available if booked through us in conjunction with a Trip and cannot be combined with any other offer. Canadian Guests please contact your travel agent.

The policies regarding deposits, payments, and cancellations for all Trips also apply to pre- and post-Trip extensions and hotel nights, and extra arrangements confirmed on any Guest's behalf, unless otherwise noted. Any revisions made to the booking, such as a change in departure date or choice of Trip, are subject to the cancellation policy.

**20. AIR TRAVEL:** Neither we, the Tour Operator, Suppliers, nor any of their affiliates, will be liable for any air carrier's cancellation penalty incurred by the purchase of a nonrefundable ticket to or from the Guest's Trip home city to or from the Departure City and Return City. Any airline tickets issued are subject to the carrier's refund policy.

We only book flight reservations originating or terminating in the U.S. Our airfares, which are nonrefundable, must be purchased in conjunction with a Trip, and payment in full is due at the time of booking the flight. Airlines may impose change or cancellation charges in addition to those set forth above. In purchasing, selling or arranging your airfare, we are acting as your agent only and have no liability or responsibility for the performance of services by the airlines including, but not limited to, accident, death, personal injury, property damage, flight cancellation, or delay. Your airline ticket and associated terms and conditions constitute the entire agreement between you and the airline (and not us), even if purchased through us. It is your responsibility to apprise yourself of, and comply with, the airlines' terms and conditions of service and airport security requirements.

**21. ITINERARY MODIFICATIONS/OUR RIGHT TO CANCEL:** We will make every reasonable effort to operate the Trips as advertised; however, we and Tour Operator reserve the right to curtail or modify the Trip Itinerary, including but not limited to, curtailment or modification of Activities, hotels, meals, transportation, and Adventures Guides, as we deem necessary. Please also note that during certain holidays and peak periods or due to repairs or renovations, some Activities may be disrupted or unavailable. Deviations from planned Trip itineraries or any aspects of the travel may occur. We and Tour Operator further reserve the right to reduce the number of Adventures Guides, and to modify other services to accommodate a smaller group, if a minimum number of guests is not reached. None of these modifications or changes shall affect the Trip Price or entitle you to any credit or refund.

We shall also have the right, in our sole and absolute discretion to cancel or modify a reservation in whole or in part, at any time if the reservation includes or was made as the result of a mistake or error of any kind, including, but not limited to, a mistake or error in price or description of the Trip or Activity, or where it appears that a Guest has engaged in fraudulent or misleading activity in making the reservation, or due to prior disputed or suspected fraudulent payment transactions. If a reservation is canceled by us, in cases where we have received a valid and confirmed payment, we will provide a full refund, and shall have no responsibility beyond the refund of monies paid to us related to the cancellation by us.

We reserve the right to cancel any Trip or Activity because of inadequate enrollment that makes the Trip or Activity economically infeasible to operate or because of good-faith concerns with respect to the safety, health, or welfare of the Guests. If we cancel a Trip prior to departure, the Guest will be provided with a full refund of monies paid to us.

If a Guest elects to leave a Trip in progress of their own volition, the Guest will not receive any type of refund. If we or the Tour Operator cancels the Trip in progress and the Guest elects not to immediately return to his/her original point of departure for the Trip, or if the Guest elects to leave a Trip in progress of their own volition, the Guest acknowledges and agrees that: (i) the Guest shall be solely responsible for Guest's travel plans once Guest departs the Trip; (ii) neither we nor the Tour Operator shall have any

responsibility for or control over the Guest's safety or activities once the Guest departs the Trip; and (iii) the Guest will be solely responsible for any and all costs that may arise out of the Guest's decision to not return to the original point of departure from the Trip in progress. Except as outlined above when we cancel a Trip, you will have full responsibility for any expenses, including any nonrefundable expenses, incurred by you in preparing for a canceled Trip or for any additional arrangements should you embark prior to the scheduled group departure date.

We reserve the right to cancel a Trip for any reason, provided we notify you in writing within 7 days after the cancellation occurs, but no later than 10 days before the scheduled departure date. A full refund will be made within 14 days after such cancellation. **We will not cancel a Trip less than 10 days before departure, except for circumstances that make it physically impossible to perform the Trip.** If such a circumstance occurs, we will notify you as soon as possible; and if the Trip is canceled, we will refund all monies within 14 days. **If we make a pre-departure "Major Change" to a trip, you may cancel within 7 days of notice, or up to departure, whichever is earlier, and receive a full refund within 14 days after your decision to cancel.** Only the following constitute "Major Changes:" (i) a change in the departure or return date unless the change results from a flight delay experienced by the Air Carrier, although a date change that we know of more than 2 days before the scheduled flight date or a delay of longer than 48 hours will always be considered a "Major Change;" (ii) a change in the origin or destination city of each flight leg, unless the change affects only the order in which cities named in the itinerary are visited; (iii) a substitution of any hotel or alternate hotel that is not named in the itinerary; or (iv) a price increase of more than 10 percent occurring 10 or more days before departure. If a "Major Change" occurs, we will notify you within 7 days after learning of the change but at least 10 days before the scheduled departure. If we first know of the "Major Change" less than 10 days before departure, we will notify you as soon as possible. **If a "Major Change" which you are unwilling to accept occurs after your initial outbound flight has been completed, we will refund, within 14 days after your scheduled return day, that portion of your payment which applies to the service not provided.** Your rights and remedies set forth herein, including the procedures for major changes, shall be in addition to any other rights or remedies available under applicable law, provided your receipt of a refund constitutes a waiver of such additional rights and remedies.

**22. BAGGAGE:** On the Aircraft, you are limited to 90 pounds of checked baggage in two bags (one bag of your choice limited to 50 pounds and one wheeled bag that we will send to you ahead of time for use on the Trip limited to 40 pounds), plus a few smaller carry-on items like a backpack and/or camera. In certain countries, Participants may fly on private light aircraft. Due to weight restrictions on these flights, you will only be allowed one bag, provided to you by us, plus your carry-on luggage (including camera equipment). For international flights, the Air Carrier's liability is limited to the actual value of the baggage, but not more than 1,288 Special Drawing Rights, approximately \$1,777 per Participant, or amounts prescribed by applicable law, whichever is less, unless a higher value is declared at the time of check in and an appropriate excess valuation charge is paid. Baggage, when not handled by us, and personal effects are at all times your sole responsibility.

**23. AIRCRAFT:** The private jet flights will be performed using the Aircraft operated by the Air Carrier. We and the Air Carrier reserve the right to substitute equivalent aircraft or scheduled service, if necessary. Guests who actually travel on scheduled service will receive only the protections applicable to such scheduled service. Your Trip Itinerary may include flights on smaller aircraft operated by local approved airline carriers. Seating on these aircraft will be economy or economy with limited business seats, based upon the configuration of the aircraft.

**24. INTERNATIONAL FLIGHTS:** The operation of these flights may be subject to additional restrictions of the foreign governments involved, including the granting of landing rights for the flights. If Air Carrier cannot obtain these rights for any particular flight leg of the Trip, that flight leg will be canceled and alternative arrangements may be made at our discretion. Alternatively, you may cancel your reservation



and receive a full refund if a flight leg is canceled prior to first departure, or a refund of the unused itinerary if a flight leg is canceled after first departure.

**25. COMMERCIAL AIRFARE:** We may be able to assist you in reserving commercial flights from your home city to Departure City, and Return City, to your home city, in the class of service that you prefer. Please ask for details.

**26. TRAVEL AGREEMENT:** The General Release, COVID-19 Release, and Travel Agreement (the "Agreement") is an agreement containing a general release of liability, indemnity, assumption of risks and other provisions provided to you upon booking that incorporates this OPC. You will be required to sign and return the Agreement to us as soon as possible. We strongly advise that you not make any commitments that cannot be canceled until your reservation is confirmed. Once we receive your executed Agreement, your deposit and other amounts paid are subject to the cancellation policy unless otherwise stated in your Guest Confirmation. If you choose not to execute the Agreement, you have 48 hours after booking to cancel and receive a full refund of your deposit, or, if a Hold Period applies to your reservation, you have the Hold Period to cancel and receive a full refund of the Trip Price.

**27. FORCE MAJEURE:** Neither we nor our corporate parent, subsidiaries, affiliates, assigns, employees, officers, directors, successors, representatives, agents, or independent suppliers, will be held liable for any loss or damage due to delay, cancellation, or disruption in any manner caused by any of the following causes, to the extent beyond our reasonable control: acts of God, accidents, riots, wars, hostilities, blockages, revolutions, riots, insurrections, terrorist acts, epidemics or pandemics (including but not limited to, COVID-19), quarantines, civil commotions, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, labor strikes, fire, explosions, or sabotage.

**28. NAME CHANGES/TRANSFERABILITY:** Reservations and Trip components are non-transferable. We will make a reasonable effort to accommodate changes to Guest names prior to departure provided that at least one member of the originally-booked party travels; however, we reserve the right to pass on to you any third-party costs (such as from airlines or Suppliers (as defined herein)) we incur in so doing.

**29. GOVERNMENTAL ADVISORIES/NECESSARY TRAVEL DOCUMENTS:** You are solely responsible for obtaining and understanding current travel advisories, warnings, requirements, and restrictions by contacting your travel agent, applicable embassies and consulates. We strongly encourage you to visit the U.S. State Department's website at <https://travel.state.gov> and the U.S. Centers for Disease Control and Prevention website at <https://www.cdc.gov>. Non-U.S. residents should consult the appropriate consulates regarding passport, visa, and other document requirements. All Guests must have valid government-issued proof of citizenship to travel, in addition to any other requirements of the country of origin and countries visited. Those without proper documentation may be denied travel. In addition, you may be denied entry to the countries visited if you do not meet the country's entry requirements. If you did not purchase air travel through us, you are solely responsible for notifying us of flight changes affecting your arrival or we will not be able to meet you at the specified arrival airport. Failure to obtain documents does not negate the Agreement, and any extra costs incurred for rerouting due to travel without the necessary documents will be your responsibility.

You are solely responsible for obtaining any documents required for your participation on the Trip such as a valid passport, all visas, vaccination certificates, and any other documents which may be required by your Trip Itinerary or as required for traveling with minors, and complying with any destination specific requirements or restrictions.

**30. GOVERNING LAW:** YOU AGREE THAT ANY DISPUTE WHATSOEVER (WHETHER IN TORT, CONTRACT OR BASED ON STATUTE) IN CONNECTION WITH, RELATED TO, OR ARISING DIRECTLY OR INDIRECTLY FROM YOUR TRIP, YOUR PURCHASE OF A TRIP FROM US, THE AGREEMENT (INCLUDING THIS OPC), OR ANY OTHER DOCUMENTATION RELATED TO YOUR TRIP SHALL BE DETERMINED EXCLUSIVELY IN ACCORDANCE WITH THE LAW OF THE STATE OF FLORIDA, WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES. THE AGREEMENT (INCLUDING THIS OPC), AND ANY OTHER DOCUMENTATION RELATED TO YOUR TRIP SHALL BE DEEMED TO BE ENTERED INTO AND CONSUMMATED ENTIRELY IN THE STATE OF FLORIDA.

**31. ADDITIONAL TERMS APPLICABLE TO TRIPS BOOKED THROUGH DISNEY VACATION CLUB:** These additional terms apply only to Trips booked through Disney Vacation Club (“DVC”), if such Trips are offered by DVC. The above terms are applicable to the Trip with respect to payments, deposits, and cancelations, for any direct bookings of a Trip or pre-and post-Trip bookings directly with us. With respect to payments and deposits of the Trip booked directly with DVC, amounts payable to DVC are payable in any combination of Cash and a minimum number of 100 Reservation Points which are defined under the Participant club membership agreement with DVC. Refunds from DVC, as applicable, will be the dollar amount indicated herein, or equivalent Reservation Points, based on the original form of payment.

**32. CALIFORNIA TRAVEL RESTITUTION FUND NOT APPLICABLE:** We are not a participant in the California Travel Consumer Restitution Fund.

**33. UNITED STATES TOUR OPERATORS ASSOCIATION \$1 MILLION TRAVELERS ASSISTANCE PROGRAM:** As an active member of USTOA, we are required to post \$1 Million with USTOA to be used to reimburse, in accordance with the terms and conditions of the USTOA \$1 Million Travelers Assistance Program, the advance payments of our customers in the unlikely event of our bankruptcy, insolvency or cessation of business. Further, you should understand that the \$1 Million posted by us may be sufficient to provide only a partial recovery of the advance payments we have received. More details of the USTOA Travelers Assistance Program may be obtained by writing to USTOA at 345 Seventh Avenue, Suite 1801, New York, New York 10001, or by email to [information@ustoa.com](mailto:information@ustoa.com) or by visiting their website at [www.USTOA.com](http://www.USTOA.com) opens in a new window.

**34. COMPLETE TERMS SUBJECT TO CHANGE:** These terms are subject to change at any time without prior notice.

\*These terms will continue to apply to you for any complimentary overnight that may be offered and accepted by you immediately following the end of the Trip.

CST# 2082519

*Adventures by Disney*  
**General Release, COVID-19 Release, and Travel Agreement**  
**DISNEY PARKS AROUND THE WORLD – A PRIVATE JET ADVENTURE**  
**June 16 – July 9, 2024**

PLEASE READ ALL OF THIS DOCUMENT CAREFULLY. THIS GENERAL RELEASE, COVID-19 RELEASE, AND TRAVEL AGREEMENT (**INCLUDING THE TERMS AND CONDITIONS AND OPERATOR-PARTICIPANT CONTRACT INCORPORATED HEREIN**) (COLLECTIVELY THE “AGREEMENT”) BETWEEN THE PERSON SIGNING BELOW AND ABD, LLC D/B/A ADVENTURES BY DISNEY IS A LEGALLY BINDING CONTRACT. THIS AGREEMENT CONTAINS RELEASES FROM LIABILITY AND LIMITATIONS ON THE RIGHT TO SUE, AS WELL AS INDEMNITY OBLIGATIONS AND ASSUMPTION OF RISKS (**PART A (INCLUDING A NOTICE TO MINOR CHILD’S NATURAL GUARDIAN) AND PART B**) AND PROVISIONS REQUIRING ARBITRATION, WAIVING CLASS ACTION RIGHTS, AND SPECIFYING FORUM AND GOVERNING LAW (**PART C**).

**GENERAL DEFINITIONS**

1. For purposes of this Agreement (and except as specifically differentiated in the Terms and Conditions and Operator-Participant Contract for the purposes therein):

- “**Activity**” means any recreational or other activities in the course of the Trip.
- “**I**,” “**me**,” “**my**,” and “**myself**” means the individual who signs this Agreement, and if signed on behalf of a child, means the individual who signs this Agreement on their behalf and on behalf of the child.
- “**Released Parties**” means and includes all of the following: 1) You and each of Your respective parent, subsidiaries, and other affiliated or related companies, and all officers, directors, employees, shareholders, members, tour operators, agents, suppliers, contractors, sub-contractors, representatives, successors, assigns, insurers, and volunteers of each of the foregoing entities; 2) any Supplier.
- “**Suppliers**” means any person or entity that arranges, operates, and/or escorts me on Activities, and includes its parent, subsidiary, related, and affiliated companies, and the officers, employees, agents, representatives, successors, and assigns of each of them. For the avoidance of doubt, Suppliers include any air carrier, hotel, restaurant or other supplier of services on the Trip.
- “**Trip**” means the Adventure I have reserved as set forth in this Agreement and includes all Activities.
- “**You**” and “**Your**” means ABD, LLC d/b/a Adventures by Disney and includes Adventures by Disney Travel Services, Inc., Disney Destinations, LLC, and Disney Enterprises, Inc., which is also referred to in this Agreement as “**Adventures by Disney**.”

**PART A: GENERAL RELEASE, AGREEMENT TO INDEMNIFY AND ASSUMPTION OF RISKS**

**NOTICE TO THE MINOR CHILD’S NATURAL  
GUARDIAN**

**READ THIS PART A COMPLETELY AND CAREFULLY. I AM AGREEING TO LET MY MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. I AM AGREEING THAT, EVEN IF THE RELEASED PARTIES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE MY CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, I AM GIVING UP MY CHILD'S RIGHT AND MY RIGHT TO RECOVER FROM THE RELEASED PARTIES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO MY CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. I HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND ANY OF THE RELEASED PARTIES HAVE THE RIGHT TO REFUSE TO LET MY CHILD PARTICIPATE IF I DO NOT SIGN THIS FORM.**

**2. GENERAL RELEASE AND WAIVER. PROVIDED THAT IN THE ABSENCE OF NEGLIGENCE ON YOUR PART (OR WITH RESPECT TO A RELEASED PARTY, ABSENT NEGLIGENCE ON THEIR PART), ON BEHALF OF MYSELF, MY HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, AND ASSIGNS, I VOLUNTARILY AGREE TO FOREVER WAIVE, COVENANT NOT TO SUE, RELEASE, AND DISCHARGE THE RELEASED PARTIES FROM ANY AND ALL LIABILITY, CLAIMS, CAUSES OF ACTION, DAMAGES, COSTS, OR EXPENSES OF EVERY KIND, OF ANY OF THE RELEASED PARTIES, ARISING OUT OF MY PARTICIPATION IN THE TRIP OR ANY ACTIVITIES (COLLECTIVELY, "CLAIMS").**

**3. AGREEMENT TO INDEMNIFY. ON MY OWN BEHALF AND ON BEHALF OF MY HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, AND ASSIGNS, I AGREE TO INDEMNIFY AND HOLD EACH OF THE RELEASED PARTIES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS MADE OR INCURRED BY ANYONE, INCLUDING MYSELF, ARISING OUT OF MY PARTICIPATION IN THE TRIP OR THE ACTIVITIES OR ARISING OUT OF ANY AND ALL CLAIMS WITHIN THE SCOPE OF THE WAIVER DESCRIBED IN SECTION 2, WHEREVER SUCH ACTIVITIES MAY OCCUR AND WHETHER SUFFERED BEFORE, DURING, OR AFTER SUCH PARTICIPATION. MY INDEMNIFICATION OBLIGATIONS SHALL INCLUDE, BUT ARE NOT LIMITED TO, ALL ATTORNEYS' FEES AND COSTS INCURRED BY ANY OF THE RELEASED PARTIES THROUGH AND INCLUDING ANY APPEALS.**

**4. ASSUMPTION OF RISK.** By booking a Trip, I acknowledge that I am aware the Trip involves inherent risks of personal injury and death. These risks include those related to travel to remote areas of the world, personal injury and death related to participation in Activities, illness (including infectious diseases), or injury or death related to willful or criminal conduct of third parties or by terrorism in certain locations throughout the world. I understand that such risks include, but are not limited to: changing weather conditions, lightning, collisions with natural or manmade objects, collisions involving motor vehicles, equipment failure, contact with or exposure to allergens and/or substances and food that may trigger allergic reactions, breathing problems, contact with water and exposure to *Naegleria fowleri* and coliform bacteria and other water-borne substances or lifeforms, viruses, illnesses, encounters with wildlife (including, without limitation, alligators and snakes), animal and insect bites/stings, changing water conditions, variances and extremes of wind, drowning, nitrogen narcosis, slippery and/or wet surfaces, injuries from falls, muscle injuries, neck injuries, back injuries, nerve compression, brain damage, paralysis, organ failure, heat, cold, and stress related issues, cuts, lacerations, broken bones and death, as well as property damage and loss by theft or otherwise. For Trips or Activities in foreign countries, I acknowledge that medical services or facilities may not be readily available or accessible or consistent with standards in the United States during some or all of the time during the Trip or Activities.

I have reviewed the Trip itinerary and acknowledge the physically and psychologically tolling nature of the Activities and the risks and inherent dangers associated with the Trip and each Activity. I agree to assume the risks inherent in and incidental to my participation in the Trip, including participation in such Activities organized or conducted by You or a Supplier, which may cause loss or damage to personal property, personal injury or death. I agree to abide by the rules and instructions given prior to or during the Activities and failure to abide by the rules and guidelines or improper use of equipment may mean I and other parties accompanying me will be removed from further participation in the Activity; removal will not entitle me to any refund. I understand that the waiver in Section 2 covers injuries or damages from these inherent risks, but in no way is limited to such risks and shall include any claims related, in whole or in part, to my own actions, any actions by third parties, or in any way related to the use of any equipment or property, whether foreseeable or unforeseeable. For certain Activities, the unique or inherent risks associated with the Activities will be further detailed on our website on the page of the Trip itinerary or pre-Trip communications, and I agree that if I decide to continue to participate in the Activity, I am agreeing to assume the risks and waive all claims as set forth in Section 2 without further acknowledgment or signature; if I do not want to participate in any Activity at any point, I will not be entitled to any refund. To the extent You or a Supplier require, I understand I may be required to further acknowledge inherent risks and dangers associated with certain Activities in order to participate in those Activities; failure to sign or participate will not entitle me to any refund.

**5. FOR CALIFORNIA RESIDENTS: WAIVER OF CALIFORNIA CIVIL CODE § 1542.** If I am a California resident, I acknowledge and agree that I am familiar with, understand, and do waive any rights and benefits of the provisions of Section 1542 of the California Civil Code, and any similar provisions of other jurisdictions, which provides that:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**

**RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

**PART B. COVID-19 DISCLOSURE, RELEASE, INDEMNITY AND ASSUMPTION OF RISKS**

**6. ASSUMPTION OF RISK (COVID-19).** In addition to the risks listed in Section 4 above, I also understand that an inherent risk of exposure to the disease COVID-19 (as defined by the World Health Organization and any strains, variants, or mutations thereof) and SARS-CoV-2 (the virus that can cause COVID-19) (collectively, “**COVID-19**”), and any other communicable or infectious disease, exists in any place where people are present. “**Communicable disease**” means any disease or illness caused by microorganisms such as bacteria, viruses, parasites, or fungi that can be spread, directly or indirectly, from one person to another. “**Infectious disease**” means any disease or illness caused by microorganisms such as bacteria, viruses, parasites, or fungi that enter the body, multiply, and can cause an infection. The inherent risk of exposure to COVID-19 and any other communicable or infectious disease increases with travel and group travel, including, but not limited to, time spent at the airport, public transportation (aircraft, watercraft, vehicle, etc.), public and shared accommodations, participation in group activities and sightseeing tours, group meals, and interactions with other participants, experts, local guides, lecturers, guides, and any other staff. The use of property, equipment, and/or services also has inherent risks of exposure to COVID-19 and any other communicable or infectious disease. The risk of exposure to COVID-19 and any other communicable or infectious disease includes the risk that I will expose others that I later encounter even if I am not experiencing or displaying any symptoms of illness myself.

COVID-19 is an extremely contagious communicable disease that can lead to severe illness and death. No precautions can eliminate the risk of exposure to COVID-19, and the risk of exposure applies to everyone. According to the U.S. Centers for Disease Control and Prevention (“**CDC**”), older adults—with the risk increasing with age—and people with certain underlying medical conditions might be at higher risk for severe illness and death from COVID-19.

By booking and participating in a Trip:

- I agree to voluntarily assume any and all risks in any way related to the exposure to COVID-19 and any other communicable or infectious disease, including illness, injury, or death. I acknowledge that my participation is entirely voluntary.
- I acknowledge that I have separately received and reviewed the Guest Health and Safety Protocols and am responsible for abiding by the policies set forth therein. I acknowledge that You are not liable in any way for the failure of other participants to abide by the Guest Health and Safety Protocols and the Guest Health and Safety Protocols are subject to change at any time at Your sole discretion. It is my sole responsibility to confirm any changes to the Guest Health and Safety Protocols before departure and I will be responsible for abiding by any updated Guest Health and Safety Protocols in effect at the time of my Trip.
- I agree to be financially responsible for personal accidents, medical expenses, medical evacuation, air ambulance, loss of effects, repatriation costs, costs required due to

quarantine, and all other expenses which might arise as a result of loss, damage, injury, delay, or inconvenience to me (“**Medical Costs**”), and I agree to pay all Medical Costs as may be incurred on my behalf in relation to any impact due to COVID-19 or any other communicable or infectious disease on the Trip. I understand that it is recommended I have medical and travel insurance to cover such Medical Costs.

- I acknowledge that certain countries may require that I have and present proof of a certain level of medical or travel insurance to be permitted to enter such countries.
- I acknowledge and understand that there may be no or limited access to adequate medical care facilities or supplies during the Trip.
- I acknowledge and understand that if any participant, staff, contractor, or Supplier has COVID-19 or any other communicable or infectious disease symptoms, or was exposed to COVID-19 or any other communicable or infectious disease, I may be subject to quarantine as directed by You or local law and the Trip may be delayed, interrupted, or terminated as a result. In such event, the Trip shall be considered to have been fully performed as if there had been no delay, interruption, or termination, and as if the Trip were completed and the responsibility for You or any Supplier to provide further services shall cease without any liability on the part of You or the Released Parties to refund any part of the Trip price or any other costs or expenses.
- I acknowledge and agree that if, at any point prior to the Trip or during the Trip, I am deemed not fit to travel, whether according to the CDC, a medical provider, You, or a third party engaged by You to determine a participant’s fitness to travel, I will not be able to start on or continue, as applicable, the Trip.

**7. COVID-19/COMMUNICABLE DISEASE RELEASE AND INDEMNITY. WITHOUT LIMITING THE SCOPE OF THE GENERAL RELEASE IN PART A ABOVE, ON MY OWN BEHALF AND ON BEHALF OF MY HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, ADMINISTRATORS, AND ASSIGNS, I SPECIFICALLY ACKNOWLEDGE THE GENERAL RELEASE AND INDEMNITY OBLIGATIONS IN PART A SHALL ALSO APPLY TO ALL CLAIMS RELATED TO EXPOSURE TO COVID-19 AND ANY OTHER COMMUNICABLE OR INFECTIOUS DISEASE DURING MY PARTICIPATION IN A TRIP OR ANY ACTIVITY (COLLECTIVELY “COVID-19 CLAIMS”).**

### **PART C. GENERAL TRAVEL AGREEMENT PROVISIONS**

**8. SOLE RESPONSIBILITY FOR INSURANCE.** I acknowledge, understand, and agree that I am not relying on You or any Supplier to carry any insurance of any kind for my benefit relative to my or our participation in a Trip or the Activities. I understand and agree that I am solely responsible for obtaining any mandatory or desired life, travel, accident, property, or other insurance related to my participation in the Trip or Activities, at my own expense.

**9. TRAVEL ADVISORIES/REQUIRED TRAVEL DOCUMENTATION.** I acknowledge that I am solely responsible for obtaining current travel advisories, warnings and requirements by contacting my travel agent, applicable embassies or consulates such as the U.S. State Department's website at <http://travel.state.gov> and the CDC's website at <http://www.cdc.gov> or other appropriate consulates regarding passport, visa and other document requirements. I acknowledge that I must have valid government-issued proof of citizenship to travel, in addition to any other requirements of the country of origin and countries visited. I understand that if I do not have proper documentation, I may be denied travel and may be denied entry to the countries visited if I do not meet the country's entry requirements. If I purchase air travel through You, I understand I am solely responsible for notifying You of flight changes affecting my arrival and that You may not be able to meet me at the specified arrival airport.

**10. MEDICAL TREATMENT.** I acknowledge that neither You, nor a Supplier shall have a duty, obligation, or liability arising out of the provision of, or failure to provide, medical treatment and further acknowledge that medical treatment may not be available.

In the event I become incapacitated so as to be unable to direct my own care, there is no one present who can direct my care, and You are unable or do not have time to contact my emergency contact, by booking and participating in the Trip, I authorize any medical treatment in the event of any injury or illness while participating in the Trip including, but not limited to, X-ray, examination, anesthetic, medical or surgical diagnosis, or treatment and hospital care which is deemed advisable by, and is to be rendered under the general or specific supervision of, any physician and/or surgeon practicing medicine in the United States, or, if in a foreign country and no physician who practices medicine in the United States is reasonably available, by a physician who practices medicine in such foreign country. I release the Released Parties from any and all liability whatsoever relating to the provision or procurement of medical treatment.

**11. PHOTOGRAPHY/VIDEO.** By participating in a Trip, I consent to having my name, face, likeness, voice and/or appearance captured in any photographs and videos (or portions thereof) in any format, including, but not limited to, print, digital or film media now existing or hereafter developed, and I further acknowledge and agree that such photographs and videos (or portions thereof) may be shared with other participants on the Trip. I also agree that any such photographs and videos taken outside of the United States may be transferred to the United States.

Photo / Video Release. I: (i) grant the Released Parties the right to use (and reuse) in connection with exhibitions, publicity, advertising, and promotional materials without reservation or limitation in any form whatsoever, including but not limited to print, digital, or film media now existing or hereafter developed, my name, face, likeness, voice, sound and statements, and appearance in any photographs and videos (or portions thereof) taken by or on behalf of the Released Parties; and (ii) acknowledge that I will not receive or be entitled to receive any payment, compensation, or consideration (other than acceptance of my participation in the Trip and any in-kind consideration I may receive contemporaneously with such Trip) in connection with the Trip, this Agreement, or exercise of the rights granted herein; and (iii) hereby RELEASE the Released Parties from all claims, demands, liabilities, damages, costs, and expenses (including, but not limited to, attorneys' fees and fees of other professionals) that I may now or hereafter have against them arising in connection with my appearance in such photography or video as described herein and Your exercise of the rights hereby granted, including, without limitation, claims for compensation, defamation, or invasion of privacy



or other claims for infringement or violation of personal or property rights of any sort whatsoever; and (iv) acknowledge that the Released Parties have the right, but not the obligation, to exercise the rights granted herein. **If I do not consent to this Section, I must notify You in writing prior to departure of the Trip.**

**12. CONFIDENTIALITY REQUIREMENTS.** I acknowledge that I may, during the course of participating in the Trip, have access to and acquire knowledge regarding ideas, designs, drawings, artwork, materials, data, systems, locations, and other information with respect to You, The Walt Disney Company, or a Supplier, and for each, any subsidiaries or affiliated companies thereof, which may not be accessible or known to the general public (“**Confidential Information**”). Confidential Information that is specific as to techniques, equipment, processes, products, concepts or designs, etc., shall not be deemed to be within the knowledge of the general public merely because it is embraced by general disclosures in the public domain. Any knowledge acquired by me from such Confidential Information or otherwise through my participation hereunder shall not be used, published or divulged by me to any other person, or used in any advertising or promotion, or in any other manner or connection whatsoever without first having obtained the written permission from the party to whom the Confidential Information belongs, with such permission to be at that party’s sole discretion. I understand I may be required to sign a nondisclosure agreement or confidentiality agreement for certain Activities or Suppliers in order to participate or utilize the services or accommodations provided; and if I do not sign, I will not be able to participate or utilize the services or accommodations and will not be entitled to alternate activities, accommodations, services, or a refund.

**13. NOTICE OF DISPUTES/INFORMAL RESOLUTION.** In the event of any dispute I may have with You, I agree to send You a notice of dispute, which is a written statement that sets forth my name, address, and contact information; the facts giving rise to the dispute; and the relief requested at ABD, LLC d/b/a Adventures by Disney c/o Adventures by Disney and National Geographic Expeditions, 215 Celebration Place, Kissimmee, FL 34747, Attn: Nancy Schumacher with a copy via email to [travel.legal.notices@disney.com](mailto:travel.legal.notices@disney.com). You will send any notice of dispute You may have to me at the contact information that You have for me. You and I will attempt to resolve a dispute through informal negotiation within sixty (60) days from the date the notice of dispute is sent. After that sixty (60) day period and not before, You or I may commence an arbitration proceeding as set forth in Section 14 below.

**14. BINDING ARBITRATION.** I AGREE THAT, UPON ELECTION BY EITHER PARTY, ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING FROM OR RELATING IN ANY WAY TO THIS AGREEMENT, MY PARTICIPATION IN THE TRIP OR THE ACTIVITIES, AND/OR CLAIMS OR EXPOSURE TO COVID-19 OR ANY OTHER COMMUNICABLE OR INFECTIOUS DISEASE ON MY TRIP, NOW OR IN THE FUTURE, WILL BE RESOLVED BY BINDING ARBITRATION. CLAIMS SUBJECT TO ARBITRATION INCLUDE COUNTERCLAIMS, CROSS CLAIMS, THIRD PARTY CLAIMS, INTERPLEADERS, OR ANY OTHER CLAIM, WHATEVER THE CAUSE(S) OF ACTION ASSERTED (INCLUDING CLAIMS FOR INJUNCTIVE, DECLARATORY, OR EQUITABLE RELIEF). I ACKNOWLEDGE AND AGREE THAT ARBITRATION REPLACES MY RIGHT TO GO TO COURT AND TO HAVE A DISPUTE HEARD BEFORE A JURY OR A COURT. I ALSO AGREE TO ARBITRATE ANY DISPUTE WITH YOU ON AN INDIVIDUAL BASIS ONLY AND WAIVE ANY RIGHT TO PURSUE ANY ARBITRATION ON A CLASS BASIS OR OTHER REPRESENTATIVE OR COLLECTIVE BASIS. I ALSO AGREE THAT NO

ARBITRATION CAN BE COMBINED WITH ANOTHER ARBITRATION WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO THE ARBITRATION.

The arbitrator will have the exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of these terms or the formation of this Agreement, including the arbitrability of any dispute and any claim that all or any part of this Agreement is void or voidable.

The arbitrator's decision will be final except for a limited right of appeal under the Federal Arbitration Act, 9 U.S.C. § 1 et seq. Arbitration will be administered by JAMS Mediation, Arbitration and ADR Services ("JAMS") in accordance with the JAMS Streamlined Arbitration Rules and Procedures (the "JAMS Rules"). The JAMS Rules and instructions about how to initiate an arbitration are available at [www.jamsadr.com](http://www.jamsadr.com) or 1-800-352-5267. Arbitration may be conducted in person, through the submission of documents, by phone, or online. Proceedings that cannot be conducted through the submission of documents, by phone, or online, will take place in the State of Florida; provided, however, that if circumstances prevent me from traveling to the State of Florida, JAMS may hold an in-person hearing in my hometown area. You and I agree to submit to the exclusive jurisdiction of the federal or state courts located in the State of Florida in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The arbitrator may award damages to me individually as a court could, including declaratory or injunctive relief, but only to the extent required to satisfy my individual claim. In accordance with the JAMS Rules, the party initiating the arbitration (either me or You) is responsible for paying the filing fee. However, if the arbitrator issues me an award of damages and: (a) that award is greater than the amount of Your last written settlement offer; or (b) if You did not make a settlement offer, then in addition to paying for any JAMS case management fees and all professional fees for the arbitrator's services, You will reimburse me for the filing fees I incurred.

Except as provided above with respect to jurisdiction in the State of Florida, I agree that nothing in this arbitration provision shall be construed as consent by You to the jurisdiction of any other court with regard to disputes, claims, or controversies unrelated to this agreement.

This consent to binding arbitration evidences a transaction in interstate commerce, and thus the Federal Arbitration Act, 9 U.S.C. §§ 1-16, exclusively governs its interpretation and enforcement. My consent to arbitrate will survive this Agreement's termination. If any portion of this binding arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

**15. FORUM AND VENUE IF NEITHER PARTY ELECTS BINDING ARBITRATION / JURY WAIVER.** IN THE EVENT THAT NEITHER PARTY ELECTS TO RESOLVE DISPUTES UNDER BINDING ARBITRATION (AS PROVIDED ABOVE IN SECTION 14) ANY LEGAL ACTION ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, MY PARTICIPATION IN THE TRIP OR ACTIVITIES (IF APPLICABLE), AND WHETHER SUCH LEGAL ACTION ARISES UNDER TORT, CONTRACT, STATUTE OR OTHERWISE, SHALL BE COMMENCED EXCLUSIVELY IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT IN AND FOR ORANGE COUNTY, FLORIDA (OR IF SUCH CIRCUIT COURT SHALL NOT HAVE JURISDICTION OVER THE SUBJECT MATTER THEREOF, THEN TO SUCH OTHER COURT SITTING IN SAID COUNTY

HAVING SUBJECT MATTER JURISDICTION). I EXPRESSLY CONSENT TO PERSONAL JURISDICTION OF THE COURTS OF THE NINTH JUDICIAL CIRCUIT IN AND FOR ORANGE COUNTY, FLORIDA AND I WAIVE ANY OBJECTION THAT MAY BE AVAILABLE TO ANY SUCH ACTION BEING BROUGHT IN SUCH COURTS.

I ALSO EXPRESSLY WAIVE MY RIGHT TO HAVE ANY DISPUTE OR LAWSUIT AGAINST YOU TRIED BEFORE A JURY.

**16. SMALL CLAIMS RESOLUTION AND FORUM SELECTION.** Notwithstanding Section 14 and Section 15 above, I understand and agree that if any dispute arises in which the dollar amount involved is \$8,000 or less (excluding costs, interest and attorneys' fees) (a "**Small Claims Dispute**"), I am not obligated to attempt to informally resolve or to arbitrate a Small Claim Dispute. Any Small Claims Dispute shall be commenced exclusively in the Small Claims division of the Circuit Court of the Ninth Judicial Circuit in and for the County of Orange, Florida. I expressly consent to personal jurisdiction in such court and waive any objection that may be available to any such action being brought in such court.

**17. WAIVER OF CLASS ACTION.** EACH PARTY AGREES THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN SUCH PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, REPRESENTATIVE OR MULTI-CLAIMANT PROCEEDING, OR OTHER COLLECTIVE ACTION (SUCH AS AN ACTION IN THE FORM OF A PRIVATE ATTORNEY GENERAL).

**18. GOVERNING LAW.** I agree that any dispute whatsoever (whether in tort, contract, or based on statute) in connection with, related to, or arising directly or indirectly from my Trip, my purchase of a Trip from You, this Agreement (including the Terms and Conditions and Operator-Participant Contract), or any other documentation related to my Trip, shall be determined exclusively in accordance with the law of the State of Florida, without regard to its conflict of laws principles. This Agreement (including the Terms and Conditions and Operator-Participant Contract) and any documentation related to my Trip, shall be deemed to be entered into and consummated entirely in the State of Florida.

**19. LEGAL ACTIONS AGAINST SUPPLIERS.** Any legal action relating to or arising out of this Agreement against solely or with respect only to a Supplier shall be commenced exclusively in the jurisdiction where the Supplier is located.

**20. SEVERABILITY/PARTIAL INVALIDITY.** If any section or part thereof of this Agreement is held to be invalid, void, or unenforceable by an arbitrator or court of competent jurisdiction, such section or part thereof shall be deemed modified to conform to applicable law, or if this would cause an illogical or unreasonable result, such section or part thereof shall be stricken from this Agreement without affecting the binding force or effect of any other section or remaining parts of a section.

**21. ENTIRE AGREEMENT.** This Agreement, including Part A, Part B, and Part C, and **the Terms and Conditions and Operator-Participant Contract**, incorporated herein by reference, and your Guest Confirmation, constitute the entire agreement between me and You with respect to the Trip and supersede any and all previous communications between me and You, whether

written or oral, with respect to the Trip and the Activities. In the event of conflict between the provisions of this Agreement, the terms of Your advertisement or offer, and any oral representations by You, the provisions of this Agreement shall control.

**22. E-SIGNATURE.** This Agreement shall only be effective once fully executed. A manually executed paper (whether original or by electronic imaging means such as PDF) or an e-signature using Your verified (or approved) e-signature software platform shall be valid, effective, and binding on me.

**[SIGNATURE PAGE FOLLOWS]**

**BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY AND THAT I AM AWARE OF THE LEGAL CONSEQUENCES OF THIS AGREEMENT.**

**Adults 18 Years of Age or Older:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

***\*\*CONTINUED ON NEXT PAGE\*\****

*A parent or legal guardian must complete and sign this form on behalf of any minor participating on the Trip.*

**BY SIGNING BELOW, I AGREE AS FOLLOWS: (1) I AM 18 YEARS OF AGE OR OLDER; (2) I AM THE PARENT/LEGAL GUARDIAN OF THE MINOR CHILD OR CHILDREN IDENTIFIED BELOW (“MINOR”); (3) THE INFORMATION SET FORTH BELOW PERTAINING TO THE MINOR IS TRUE AND COMPLETE; (4) I HAVE FULLY AND COMPLETELY READ AND UNDERSTAND THIS AGREEMENT AND AGREE TO IT IN ITS ENTIRETY, INCLUDING, BUT NOT LIMITED TO, THE RISKS INCIDENTAL AND INHERENT TO PARTICIPATION BY THE MINOR AND ALL RELEASE AND INDEMNIFICATION OBLIGATIONS; AND (5) I GUARANTEE TO THE RELEASED PARTIES THE FULL PERFORMANCE BY THE MINOR OF THE MINOR’S OBLIGATIONS UNDER THIS AGREEMENT AND WILL DO ALL THINGS NECESSARY TO ASSIST IN THE FULL PERFORMANCE BY THE MINOR OF SUCH AGREEMENTS AND OBLIGATIONS.**

Parent/Legal Guardian:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

Names of Minors:

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name