

COVID-19 DISCLAIMER AND RELEASE

The safety of our travelers is always concern for Vacations By Rail and we have worked to provide you with the peace of mind while traveling with us. However, it is not possible for Vacations By Rail to eliminate all risks and therefore cannot be held liable in the unlikely event you contract COVID-19. Therefore, , we require that you agree to the following waiver of liability. Your signature will signify your agreement with VBR Tours, LLC d/b/a Vacations By Rail (“we” or “us”) on the following terms and conditions:

1. **Health and Other Hazards:** ***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 and/or any other communicable or infectious disease.*** No precautions can eliminate the risk of exposure to COVID-19, and the risk of exposure applies to everyone. You acknowledge that your participation is entirely voluntary and assume any and all risks related to exposure to COVID-19 or any other communicable or infectious disease, including illness, injury or death of myself or others. We assume 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 www.travel.state.gov, click on "Find International travel Information" then click on "Country Information", and fill in the name of the destination country. For medical and health information, we recommend going to the Centers for Disease Control website at www.cdc.gov/travel, then click on "Destinations" and scroll to the name of the destination country.

2. **Waiver for Other Travelers:** *You attest, acknowledge, and agree that any individual for whom I have paid for or who accompanies me has independently and carefully read this COVID-19 Disclaimer and Release and agreed to all its provisions.*

2. **Rules of Travel Suppliers and Governments:** We have no responsibility for COVID-19-related requirements that travel suppliers and governments may impose from time to time, such as health affidavit forms, health screenings prior to departure or upon arrival, face coverings, or quarantines. Please note that it is your responsibility to understand the requirements specific to your travel destination(s) as well as to your home state. For the latest COVID-19 government travel regulations, we recommend you consult with official government, state and/or tourism websites.

3. **RELEASE:** YOU HEREBY EXPRESSLY ASSUME ALL OF THE RISKS AND DANGERS COVERED IN PARAGRAPHS 1-2 ABOVE, AND YOU HEREBY EXPRESSLY AGREE TO FOREVER RELEASE, DISCHARGE AND HOLD US, AND OUR AGENTS, 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.

4. **Claims Deadline and Exclusive Jurisdiction:** You agree to present any claims against us within 30 days after your trip ends and to file suit within one year of the incident, and you acknowledge that this expressly limits the applicable statute of limitations to one year. You agree that the courts in Chicago, IL will be the exclusive jurisdiction for all claims brought by you or us, and you hereby submit to the personal jurisdiction of those courts.

Participant Signature (Guardian signature of participant is under 18 years of age)

Date

Participant Printed Name