

ADULT RELEASE FORM – To be signed by Adult traveling with the Group

Please print the following information:

GROUP NAME: _____

ADULT'S NAME: _____

IMPORTANT! READ CAREFULLY!

I. TERMS, CONDITIONS & BINDING ARBITRATION

I, as an adult traveling with the above-named group, acknowledge, understand and agree that Unique Travels and Tours, Inc., its employees, officers, directors and shareholders (collectively, "Unique") does not own, control, supervise or operate any person or entity which is to or does provide goods or services for this trip. I also acknowledge, understand, and agree that Unique is not liable, and assumes no responsibility, for the acts, errors, omissions, representations, warranties, breaches, or negligence of any such person or entity for any personal injuries, death, property damage, inconvenience, or other damages or expenses resulting therefrom or from the activities of any third party. Without limitation, I acknowledge, understand and agree that Unique is not responsible for any injury, loss, additional expense, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God, force majeure, acts of government, acts of war or civil unrest, insurrection or revolt, strikes, or other labor activities, criminal, terrorist or threatened terrorist activities of any kind, overbooking or downgrading of accommodations, structural or other defective conditions in lodging facilities, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to depart or arrive timely or safely, dangers associated with or bites from animals, pests or insects, sanitation problems, food poisoning, epidemics or pandemics or the threat thereof, disease, quarantine, lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, weather, or for any other cause beyond the direct control of Unique. In the case of a force majeure event which results in the cancellation of this tour, the cancellation and refund provisions shall apply.

If this tour is to a destination outside the U.S., I agree to review the important information provided at <http://travel.state.gov/content/passports/en/alertswarnings.html> and <https://wwwnc.cdc.gov/travel/notices> regarding trips outside the United States.

II. NOTICE OF LIMITATIONS

I am not aware of any reason why my participation should be limited or monitored in any way. In the event of limitations, I acknowledge, understand and agree to notify the Group Leader in writing as soon as possible, but no later than ninety (90) days prior to the trip departure.

III. ASSUMPTION OF THE RISK / RELEASE / COVENANT NOT TO SUE

I acknowledge, understand, and agree that there are serious risks and dangers inherent in travel, regardless of the mode of transportation or destination. I freely accept and fully assume all such risks, dangers and hazards, known and unknown, including risk of personal injury, death or property loss resulting from any cause whatsoever, including but not limited to the inherent risks of travel **and the risks of being exposed to or contracting COVID-19 (as defined by the World Health Organization and any strains, variants, or mutations thereof), the Coronavirus that causes COVID-19, or any other communicable or infectious disease.**

For the sole consideration of the enrichment that participation in the tour will provide me and for allowing me to participate in the tour, I waive, release, covenant not to sue, and forever discharge Unique of any and from all claims, demands, rights and causes of action of whatever kind or nature, including but not limited to negligence, arising from and by reason of, any and all, known and unforeseen, bodily and personal injuries, damage to property, and the consequences thereof, including death, resulting from my participation in or in any way connected with this tour either arising before, during and/or subsequent to the tour. I understand that my obligation pursuant to this Release will survive the expiration or termination of the tour.

IV. INDEMNIFICATION / HOLD HARMLESS

I agree to assume full responsibility to pay all debts incurred by me during the trip and to INDEMNIFY AND HOLD HARMLESS Unique from all suits, actions, losses, damages, claims, demands, expenses, costs, fines, assessments, penalties, attorney's fees or liability of whatever kind or character, either in law or in equity, arising out of, occasioned by, or in any way related to my actions or failure to act.

I also agree to assume full responsibility to pay all debts incurred by me during the visit to the Disney Resort and to INDEMNIFY AND HOLD HARMLESS Disney Destinations, LLC d/b/a Disney Youth Programs, its parent, subsidiary and other affiliated or related companies from all suits, actions, losses, damages, claims, expenses, costs, fines, assessments, penalties, attorney's fees or liability of whatever kind or character, arising out of, occasioned by, or in any way related to my actions or failure to act.

I acknowledge, understand, and agree that Unique reserves the right to withdraw the tour, or any part thereof, and to make alterations in the program or its itinerary as it deems necessary or desirable and that in case of increased costs such as for fuel or energy surcharges, Unique may increase prices accordingly, up to the time of receipt of final payment.

I acknowledge, understand, and agree that all airline taxes, fees and charges (or any related penalties and interest) imposed on any portion of my travel are my own responsibility. All excess, oversized and/or overweight baggage and equipment fees apply and may not necessarily travel with the group.

V. CODE OF CONDUCT

I have read, understand, and support the Rules of Conduct with which tour participants must comply. I acknowledge, understand and agree that should I violate any of these rules, I may be sent home at my own expense at the sole discretion of the Group Leader.

VI. BINDING ARBITRATION

I agree that any dispute concerning, relating or referring to this Agreement, the brochure or any other literature concerning my trip, or the trip itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§1-16, either according to the then existing Commercial Rules of the American Arbitration Association (AAA) or pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS). Such proceedings will be governed by substantive (but not procedural) Texas law and will take place in Bowie County, Texas. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable. By agreeing to these terms and conditions, you (and we) are waiving our right to a trial by jury.

VII. MEDICAL RELEASE

I represent that I am in good health and can attend all events being organized by Unique. In the event that

I am injured or become ill and require the attention of a doctor or medical professional, I consent to any medical treatment as deemed necessary by a licensed physician or medical professional. In the event treatment is required, I agree to hold Unique harmless from any claims, demands, or suits for damages arising from any such treatment. I acknowledge, understand, and agree that I will be ultimately responsible for the cost of any medical care should the cost of that medical care not be reimbursed by any health insurance provider. I also acknowledge and understand that Unique does not assume any financial responsibility for any costs of medical care. Further, I affirm that the medical information provided to the Group Leader is correct and that the health insurance information provided is accurate at this date and will, to the best of my knowledge, still be in force. I also agree to bring myself home at my own expense should I become ill or injured, or if deemed necessary by the Group Leader (for whatever reason).

VIII. FOOD ALLERGIES

I acknowledge, understand, and agree that Unique cannot be responsible for accommodating any food allergies, requirements or restrictions and is not responsible for any problems associated therewith. All issues with respect to food and drink, including allergies, requirements and restrictions, are my sole responsibility.

In the event of any emergencies during the trip, I hereby grant authority to be exercised in the discretion of the Group Leader or Chaperones to attempt to arrange medical care (at my expense).

IX. ADA

I acknowledge, understand, and agree that any disability requiring special attention will be reported in writing to Unique as soon as possible by sending an email to info@uniquetravels.com. Unique will make reasonable attempts to accommodate special needs, but we are not responsible for any denial of services by carriers, hotels, restaurants, and other independent suppliers. Travelers requiring extraordinary assistance must be accompanied by a companion who is capable of and totally responsible for providing the necessary assistance. If such a companion is incapable of rendering such extraordinary assistance, Unique may, in its discretion, decline to accept the applicant.

X. AUDIO/VISUAL/PRINT RECORDS

Unique reserves the right to make photographs/film/videotapes/electronic representations and/or sound recordings in connection with its tours. I hereby assign and grant to Unique, as well as its authorized representatives or third parties whom Unique may engage, the right and permission to use and publish the photographs/film/videotapes/electronic representations and/or sound recordings made of me in connection with this tour and I hereby release Unique and all volunteers, related parties or other vendors associated with this tour from any and all liability from such use and publication. I further authorize the reproduction, sale, copyright, exhibit, broadcast, electronic storage, and/or distribution of said photographs/film/videotapes/electronic representations and/or sound recordings without limitation at the discretion of Unique, and I specifically waive any right to compensation I may have for any of the foregoing.

XI. PRIVACY POLICY

Our Privacy Policy explains how we treat your personal data and protect your privacy when you use our services. By using our services, you agree that Unique can use such data in accordance with our Privacy Policy. Our Privacy Policy is located at <https://www.uniquetravels.com/privacy-policy>.

XII. SEVERABILITY

In the event that any of the provisions, or portions thereof, of this Release are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, will not be affected, and in lieu of such unenforceable provision there shall be added automatically as part of this Release a provision as similar in terms as may be valid and enforceable.

Reproductions, facsimiles and copies of original signatures on this and other documents shall be binding.

I HAVE READ THE TERMS AND CONDITIONS. I UNDERSTAND AND AGREE TO THESE TERMS AND CONDITIONS AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THIS DOCUMENT HAVE BEEN MADE.

Group Leader /Chaperone/Participant

Date