

## Corona Virus/Covid-19 Wavier of Liability & Disclosure

## Travel Update(s) & Info:

- Customers who have knowingly been exposed to COVID-19 in the past 14 days may not travel or be transported by P. Walker Travel & Tours, INC nor its affiliates, vendors, employees, or contractors in company or personal vehicle(s) at any time for any reason(s) even if it is consented, acknowledged, stated, or written by either party or other parties involved.
- 2. To protect the safety of all our customers, we cannot allow anyone to travel or be transported by P. Walker Travel & Tours, INC who knows that they have been exposed to COVID-19 in the past two weeks. To travel or be transported by us, you must agree that you are not aware that you and, to your knowledge, those in your itinerary/chartering party have been exposed to someone with COVID-19 in the past 14 days.
- 3. Clients/customers and passengers diagnosed with COVID-19 will not be permitted to be transported. To protect the well-being of all our customers and employees, we ask that you and those in your itinerary/chartering party make an evaluation of your health prior to travel/boarding the coach(es).
- 4. By traveling or being transported by us, you commit that you and, to your knowledge, those in your itinerary/chartering party have not been diagnosed with COVID -19 via a PCR test within the past 14 days (counting from the test date). You also commit that you and, to your knowledge, those in your itinerary/chartering party experienced onset of any primary COVID-19 symptoms within the past 14 days. (e.g. listed below)
  - A fever of 100.4 degrees F or higher
  - Feeling feverish
  - New persistent coughing
  - Shortness or breath or breathing difficulties
  - Feeling of fever, chills, or fatigue
  - New loss of smell, or taste
  - Sore throat
  - Nausea or vomiting
  - Diarrhea

- Headache
- Muscle or body aches
  - Please view the Center for Disease Control and Prevention's full list of symptoms to make sure it is safe for you to travel.
- 5. For everyone's safety passengers being transported/traveling with us must agree to wear a non-ventilated face mask during the entire charter trip except limited time while eating or drinking. Plastic face shields may be used in addition to a mask but are not approved mask replacements. Any face shields may be used in addition to a face mask but are not approved mask replacements. Any mask with an exhaust valve is not approved as an acceptable face mask for customers traveling on any PWTT coach.

(Passengers who refuse to adhere to the general rules guidelines and practices will forfeit all rights to being transported and ask to exit the coach dropped at a safe location that maybe off route as it pertains to USDOT guidelines and regulations along with what PWTT current company policies, procedures, and or strategies in place).

- 6. For everyone's safety passengers being transported/traveling agree to temperature checks prior to boarding and the use of hand sanitizer before boarding.
- 7. Any false claims of a disability or medical condition to obtain exemption from wearing a mask or face covering will result in suspension of travel privileges and reported to the authorities for prosecution. (Children under the age of two, young children who cannot maintain a face covering and unaccompanied minors are exempt from the mask requirement and do not require pre travel clearance.
- 8. There is only a limited amount of passengers (based upon vehicle size) that are allowed to board the coach(es) due to Covid-19 (aka) Corona virus, therefore "if" there are any members of the same household they are permitted to board and seat together while traveling. The first two seat(s) on both the left (driver side) and right side(service/entry side) upon entrance shall not be used for seating nor storing items whereby passengers would need to come up to the front of the coach while enroute/travelling.
- 9. Cooler's and or containers will be properly stowed under neath the belly of the coach, and passengers are not allowed to reach in and grab items underneath/inside the coolers at any time, as our staff will be proud to assist/offer the passenger(s) a beverage and or snack using sterile/latex gloves along with any other PPE to protect themselves and the passengers onboard. Passengers travelling as a family only are permitted to bring onboard lap/small tote coolers or persons needing to carry medicines that must remain cold such as insulin. Lunch bags can be brought onboard from all passengers but, must be able to zip up or sealable while in transit.

- 10. Passengers taking in medication(s) while traveling must be able to administer their own medications to themselves without the assistance of another passenger onboard, staff members, drivers, contractors, employees, vendors, officers, directors, managers, affiliates, successors, or any other PWTT volunteer while in transit as we (PWTT) will not be held liable for any such risks in this regards now, later or in the future. We will pull over to a safe location and call for medical attention, and or proper authorities. Passengers with a dry throat, chronic or dry cough syndrome will not be allowed to travel onboard.
- 11. Passengers will be required at all times to keep their seating areas clean from trash, spills, and other foreign items and or objects and must use the trash can, or bags located at the rear of the coach or upon exiting at the front entry/service door. As there could be a fee assessed for any damages and or waste. (Please see PWTT charter agreement for more detailed information).

Note: Headphones are permitted onboard as long as, there ear plugs (Cords/Bluetooth) turned to a comfortable volume where it doesn't disturb other passengers. No loud talking on the phone while onboard, (talking is permitted, however everyone doesn't need to hear your business/conversation).

## Liability Wavier & Release Of Claims

I acknowledge that I derive personal satisfaction and benefit by virtue of my participation and/or voluntarism with PWTT, and I willingly engage in PWTT events (e.g. temperature checks, masks, hand sanitizing, transporting/travel and/or other activities pertaining to the contracted job). I being 18 years of age or older, do hereby forever release, waive, discharge, and covenant not to sue PWTT and its past, current, and future officers, directors, employees, members, volunteers, contractors, vendors, representatives, parent/sister companies, owners, affiliates, agents, successors, and assigns (collectively "Service Provider" PWTT) from any and all damages, injuries, losses, liability, claims, causes of action, litigation, or demands, including, but not limited to those for personal injury, sickness, or death, as well as property damages and expenses of any nature whatsoever which maybe incurred, directly or indirectly now or in the future in any way as it relates to Covid-19 (aka) Corona virus, and in connection with my participation in the Services or any travel/transport related thereto, I/We promise not to sue "Service Provider" PWTT also know as The Walker Group for any of the foregoing.

**Assumption Of The Risk(s)** I/We understand that while PWTT has taken reasonable steps to lessen the risk of transmission of Covid-19 in connection with the services, "Service Provider" PWTT is not responsible in any manner for any risks related to COVID-19 in connection with the Services. I/We understand that the **World Health Organization** has

classified the COVID-19 outbreak as a pandemic. I/We further understand that Covid-19 is highly contagious and a dangerous disease, and that contact with the virus that causes COVID-19 may result in significant personal injury or death. I/We am fully aware that participation in the Services (including related to travel/transporting) carries with it certain inherent risk related to Covid-19 transmission. ("Inherent Risks") that cannot be eliminated regardless of the care taken to avoid suck risks. Inherent Risks may include, but are not limited to, (1). The risk of coming into close contact with individuals or objects that maybe carrying COVID-19; (2). The risk of transmitting contracting COVID-19 directly or indirectly to or from other individuals; (3). Injuries and complications ranging from severity from minor to catastrophic, including death, resulting directly or indirectly from COVID-19 or the treatment thereof. Further I/We understand the risks of COVID-19 are not fully understood, and that contact with, or transmission of, COVID-19 may result in risks including but not limited to loss, personal injury, sickness, death, damage, and expense, the exact nature of which are not currently ascertainable, and all of which are considered Inherent Risks. I/We hereby voluntarily accept and assume all risk of loss, personal injury, sickness, death, damage, and expense arising from such Inherent Risks. Furthermore, I/We represent and warrant that I/We do not suffer from any condition or disease that might in any way hinder or prevent me or my company or its employees, contractors, vendors and so on (etc), from receiving Services., including, to my knowledge, COVID-19.

This COVID-19 Assumption of Risk, Release, and waiver liability Agreement ("Agreement") shall be binding on my heirs, executors, administrators, successors, and assigns. I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by applicable laws, and that if any portion of this Agreement is found to be void or unenforceable, the remaining portion shall remain in full force and effect. This Agreement contains the entire understanding of the parties **Sacred Heart**, members, staff, and friends its past current, or future affiliates, partners, parent companies, employees, contractors, vendors, officers, members, directors, agents, successors, volunteers, owners, parents, relating to the subject matter, and shall not be altered, modified, amended or waived or supplemented in any manner whatsoever except by a written agreement signed by both parties hereto or their duly authorized representatives. This Agreement may be executed, made and delivered electronically.

To the maximum extent permitted by applicable law, I/We (a) **Sacred Heart, staff and friends** covenant agree not to elect a trial by jury with respect to any issue arising out of this Agreement or the Services that is triable of right by a jury and (b) **Sacred Heart, staff, and friends** waive any right to a trial by jury with respect to such issue to the extent that any such right exists now or in the future. This wavier of right to a trial by jury is given knowingly and voluntarily. I/We have read and understood this Agreement and enter into it voluntarily in consideration of the opportunity to participate in the Services Provided. I/We acknowledge I /We acknowledge that I/We are giving up the legal rights and/or remedies which may be available to this company **(Sacred Heart, members, staff and friends)**, it employees, contractors, vendors, affiliates, volunteers, officers, members, directors, partners, parents, owners, successors, agents, parent companies/Sister companies.

Please print & sign and date below:

(Print)	Date & Time (CST)
(Sign)	Procurement Agent/Coordinator
	(Vice President/CEO)
P. Walker Travel & Tours, INC., d/b/a/ The V	Valker Group ('Service Provider") Print
	(Vice President/CEO)
P. Walker Travel & Tours., d/b/a The Walker	· Group ('Service Provider) Sign
Witness/Notary	Notary Seal (Mississippi)
Date & Time	