VISIT SEATTLE COVID-19 SAFETY ACKNOWLEDGEMENT

LIABILITY WAIVER AND RELEASE OF CLAIMS

UPDATED FEBRUARY 2022

1. **Indemnification.** Attendee will indemnify, defend, and hold harmless Visit Seattle, its affiliates, subsidiary and parent companies, and such entities’ officers, members, directors, agents, employees, contractors (excluding Attendee), successors, and assigns (together, the “Visit Seattle Indemnitees”) from and against any and all claims, suits, causes of action, liabilities, damages, fines, penalties, costs, and expenses (including reasonable attorneys’ fees and court costs) (together, “Claims”) to the extent arising out of, relating to, or alleging facts that, if proven, would constitute (a) Attendee’s breach of this Agreement; or (b) Attendee’s negligence, gross negligence, or willful misconduct.

2. **Assumption of Risk; Waiver of Claims.** Attendee acknowledges that participating in the activities described in this document carry certain risks inherent in travel and travel-related experiences, including illness, infection, injury, and loss of or damage to personal property and agrees to assume all such risks. In consideration of the opportunity to participating in the activities described in this document, and by actually participating in all or any portion of them, each person who participates in any activities or whose representatives participating in activities, on his/her/its own behalf and on behalf of his/her/its representatives, indicates his/her/its agreement to (1) assume all risks associated with his/her/its travel to and from the listed locations and his/her/its participation in the activities described in this document and (2) irrevocably release from, waive, and agree not to sue Visit Seattle, its personnel, and any venues, activity providers, or other entities set forth in this document, for any claims, damage, costs or liabilities, including for death, personal injury, or property damage, he/she/it may have or be entitled to recover, whether known or unknown to him/her/it at the time agreement is indicated. This assumption, waiver, and release extends to any such claims, damage, costs, or liabilities arising from Visit Seattle’s negligence or that of the other released persons.

3. **SARS-CoV-2 Pandemic (COVID-19) Terms:**

   (a) Without limiting Attendee’s waiver and release of Claims set forth in Section 2 above, Attendee specifically acknowledges and agrees that (a) he or she is aware of the current SARS-CoV-2 global pandemic; (b) SARS-CoV-2 coronavirus is easily transmitted; (c) the Visit Seattle Indemnitees cannot and do not guarantee that Attendee will not contract the virus; and (d) he or she may be increasing his or her risk of exposure to and infection by SARS-CoV-2 and by traveling or visiting locations, or conducting other activities hereunder that Attendee undertakes.

   (b) Attendee will comply at all times with all international, regional, provincial, state, and local laws, regulations, orders, ordinances, directives, and similar acts of governmental authority (“Laws”) applicable to Attendee’s travel and activities, including those of Attendee’s country or location.
of origin and those of the United States, the State of Washington, King County, and the City of Seattle. Without limiting any policies, procedures or requirements that individual hotels, restaurants, or attractions may impose on Attendee, nor Attendee’s obligations to comply with applicable Laws, Attendee will comply with all rules and procedures promulgated by Visit Seattle or individual hotels, restaurants, or other attractions Attendee visits hereunder relating to the SARS-CoV-2 pandemic, which may include the requirement that Attendee (i) wear a mask in all public areas of the premises; (ii) maintain social distancing; (iii) provide proof of vaccination; or (iv) wash or sanitize hands upon entry to the premises or after conducting certain activities thereon.

(c) Attendee will assume all responsibility and costs associated with travel during the current SARS-CoV-2 global pandemic, including (i) vaccination requirements as required by the United States and Attendee’s location of origin; (ii) pre-arrival and departure testing as required by the United States and Attendee’s location of origin; (iii) mandatory quarantining or self-isolation upon arrival or return to Attendee’s location of origin; (iv) additional room nights and costs incurred due to mandatory quarantine in a Seattle hotel; and (v) additional costs incurred due to mandatory quarantine upon return to Attendee’s location of origin.

4. **Dispute Resolution; Additional Terms.** This Agreement will be governed by and interpreted in accordance with the Laws of the United States and the State of Washington. The parties consent to the exclusive jurisdiction of the courts of the State of Washington or federal courts sitting therein for the resolution of any disputes arising between them out of this Agreement. Venue for such disputes will be in the courts of competent jurisdiction located in King County, WA. If any portion of this Agreement is found to be void or unenforceable, the remaining portions will remain in full force and effect.