

Sample Covid-19 Errata: Limitation of Liability

[INSERT LOGO]

23 July 2020

All Tour Operators & Travel Partners

IMPORTANT NOTICE

COVID-19 LIABILITY WAIVER; ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS

All properties within the [INSERT NAME] group enjoy well-deserved reputations for **meeting and exceeding** industry health and safety standards.

A summary of the resorts' **enhanced Covid-19 cleaning and operating protocols** is attached for your review.

Effective immediately, as a **CONDITION** of entering and/or staying at any [INSERT NAME] property, **all visitors and guests** must **ACKNOWLEDGE the RISKS** associated with Covid-19 exposure, and **ASSUME ALL SUCH RISKS**.

The resorts and their respective owners, operators, employees, agents, and insurers shall **NOT BE LIABLE** for **ANY INJURY, ILLNESS, LOSSES, OR DAMAGES** of any nature whatsoever in connection with Covid-19 exposure.

As you know, pinpointing the exact source of Covid-19 exposure for international travelers is impossible. Covid-19 has a 14-day (or longer) incubation period and travelers may be exposed prior to leaving home, while traveling, and at any point in between.

This policy acknowledges that the risk of Covid-19 exposure cannot be reduced to zero in a travel and tourism setting, and helps eliminate unjust and unprovable claims.

Please be sure to **notify your clients** accordingly.

As always, please do not hesitate to contact us should you have any questions.

Sincerely,

[Insert Name(s) of Product Manager(s), Phone Number(s), Email Addresses(s), Web Site(s)]

Sample – Covid-19 Enhanced Operating Protocols

[LOGO]

23 July 2020

All Tour Operators & Travel Partners

COVID-19

ENHANCED CLEANING AND OPERATIONAL PROTOCOLS
AT ALL [INSERT NAME] PROPERTIES

On an ongoing basis, you can **Book With Confidence**, and your clients can **Stay With Confidence**, knowing the resorts are using state of the art cleaning and disinfection equipment and products.

All properties within the **[INSERT NAME]** group enjoy longstanding, well-deserved reputations for **meeting and exceeding industry health and safety standards**.

Important Features & Selling Points

Health Inspections. Prior to reopening, **each resort will be inspected** by the local Ministry of Health to ensure the resort **meets or exceeds** local health and safety requirements and protocols. Follow-up inspections will be ongoing.

State of the Art Disinfection. All **[INSERT NAME]** properties are using Victory Electrostatic Sprayers and Bioesque disinfectant, the **gold standards** for safe, hospital-grade disinfection.

No Shared Ventilation Systems or Air-Conditioning. All guest accommodations at **[INSERT NAME]** properties are in **low-rise buildings** (none exceeding three stories) with **NO shared air-conditioning or ventilation** ducts or systems. Each guest room and villas has its own **completely free-standing** air-conditioning unit.

Open-Air Hallways and Corridors. Guest rooms and villas are accessed via open-air entryways, hallways, and corridors.

Villas. Villa accommodations typically include their **own kitchen** (or kitchenette) and dining areas, perfect for enjoying a meal, snack, or room service in the comfort and privacy of your own villa. Note that room service is at an additional charge.

Private Balconies & Patios. Virtually all accommodations at **[INSERT NAME]** properties include spacious, private balconies or patios. Perfect for enjoying the beauty of the Caribbean while maintaining comfort and social distancing.

Expansive Pool & Beach Areas. **[INSERT NAME]** properties typically feature multiple swimming pools, and expansive beach areas to allow for full enjoyment while practicing **social distancing**.

Resort Management & Staff

All resort management and staff must attend multiple classes for enhanced health and safety **training**. All staff members will have their **temperatures checked** before and after each shift. Staff members exhibiting any potential symptoms will be required to stay home and be **tested**. Staff members will wear **facemasks, gloves**, and practice **social distancing**.

Medical Assistance

Please know that **physicians** and **emergency medical personnel** are available and **on-call** for each resort. Should the need for medical assistance arise, guests need only contact the resort's front desk, and a physician or appropriate emergency medical personnel will respond directly to the resort. Any medical bills remain the guest's responsibility.

Contactless Check-In & Check-Out

On **arrival**, guests will be shown directly to their accommodations where they can relax and complete a guest registration card at their leisure. Guests will be assigned a time window to return to the front desk later in the evening to drop off their registration card, and swipe their credit card for incidentals.

At **check-out**, guests will simply be invited to leave their room keys in their room, and depart the resort. Any incidentals or room charges will be charged to their credit card accordingly. This will help eliminate lines and crowds in the resort lobbies.

Enhanced State of the Art Cleaning & Disinfection

Accommodations. Prior to arrival, all guest rooms will be thoroughly cleaned and sanitized using **state of the art** equipment. Once cleaned, guest rooms will be professionally disinfected using **Victory Electrostatic Sprayers** with **Bioesque** disinfecting solution. This is the current **gold standard** in safe and comprehensive disinfection, and is the same procedure used by many hospitals, airlines, and high-tech facilities. Once a guest room is cleaned and sanitized, a **sticker** will be placed on the door advising the guest that no one has been inside the room since it was **fully cleaned and sanitized**.

Dining and Bars. Kitchens, store rooms, dining venues and bars will also be thoroughly cleaned, followed by full **electrostatic disinfection** before and after each meal service (or in the case of bars, before and after each opening period). Ongoing cleaning and disinfection of common touch points will continue while dining venues and bars are open. **Hand sanitizing stations** will be prominently placed at the entrance of all dining venues and bars.

Common Areas, Facilities and Amenities. Each resort has established a "**Clean Team**," responsible for **continuously cleaning and disinfecting** common areas and common touch points throughout the resort. This includes lobbies, gift shops, spas and salons, fitness centers, water sports booths and equipment, sun loungers, seating areas, and similar common areas around the resort.

Social Distancing & Operating Protocols

Safety Signage. Signage will be placed throughout the resort, reminding guests to continuously take precautions **to help prevent the spread of Covid-19**. Signage will include, but is not limited to: wash and sanitize hands; maintain social distancing; wear facemasks where appropriate; one-way directional signage for foot traffic in certain areas; limitations on the number of guests allowed in certain venues at any one time (gift shops, fitness centers, and similar indoor areas); and such other signs and notices as may be necessary or prudent from time to time.

Dining. Most dining venues at [INSERT NAME] properties are **open-air**. Tables will be spaced out in dining rooms to allow for proper social distancing. Buffets will be modified so foot traffic moves in one direction, and food will be served by dining room staff members. À la carte dining options will be expanded. Paper menus, or menus with plastic covers that can be sanitized after each use will be used. All service team members will wear facemasks, along with gloves where appropriate.

Bars. Seating will be spaced out to allow for proper social distancing. Cocktail servers will be increased to help eliminate lines and crowding at bars.

Pools. Sun lounge and other seating around pool decks will be spaced out to allow for proper social distancing. Bathing loads will be reduced to promote social distancing in swimming pools. Certain group activities, like water aerobics, will be eliminated.

Fitness Centers. The number of people allowed in fitness centers at any one time will be reduced to allow for proper social distancing. Where appropriate, reservations for fitness center usage will be implemented to best ensure that all guests have an opportunity to use the resorts' fitness centers.

Water Sports. Water sports equipment will be cleaned and sanitized on an ongoing basis throughout the day. While not in use, equipment will be adequately spaced out to allow guests to approach and take equipment, while maintaining social distancing. While in use, guests will be instructed to maintain proper social distancing at all times. Equipment will be cleaned after each use.

Please note that, for health and safety reasons, **shared dive masks and snorkels will no longer be available** from the resorts' water sports booths. Guests wishing to snorkel should bring their own masks and snorkels. Masks and snorkels will also be made available for purchase in the resorts' gift shops.

Fitness Activities. Fitness activities including yoga, aerobics, and dance classes will continue—but in a manner that allows for proper social distancing. Any equipment used will be cleaned and sanitized after each use.

Spas and Salons. The resorts' **Spas and Salons** will remain open, but with the number of guests being limited to allow for proper social distancing. Spa and Salon staff will wear facemasks, and guests may choose to wear facemasks for added safety. Spa and salon rooms and equipment will be fully cleaned and sanitized after each treatment.

Tours and Excursions. Certain tours and excursions that allow for proper social distancing will continue to be available. Examples include island safari tours, scuba diving, catamaran cruises, and sport fishing. Due to the fluid nature of the Covid-19 situation, we cannot guarantee the availability of any particular off-site tour or excursion. However, we do expect that a number of the more popular tours and excursions will be available, as circumstances permit.

Kids Clubs. At family-friendly resorts, **Kids Clubs will remain closed until further notice.** This policy will remain in place for the remainder of 2020, and will be reviewed in early 2021. The resorts will reopen the Kids Clubs once they feel they can do so safely and responsibly.

Outdoor Sports and Activities. Open-air facilities, such as **tennis courts, pickle ball courts, volleyball courts, bicycling** and similar **outdoor activities** will remain open—but with social distancing being strictly enforced. Any equipment used will be sanitized after each use.

Gift Shops and Retail. **Gift Shops, Jewelry Shops** and similar retail outlets at the resorts will remain open, but with a limited numbers of shoppers at any one time to allow for proper social distancing. Continuous cleaning and disinfection of high touch surfaces will continue throughout the day.

Additional Information

This document is intended to provide a broad overview of the new and continuing protocols at all resorts. This will help ensure an enjoyable, safe and healthy atmosphere for all guests and team members. There is, of course, much more going on behind the scenes to provide guests with wonderful vacation experiences—and the confidence of knowing we take the health and safety of our guests, visitors and team members very seriously.

While the risk of Covid-19 exposure can never be reduced to zero in a travel and tourism setting, we are making the necessary **investments in training, equipment, and products** to help ensure the best possible Caribbean holidays for our mutual clients.

We remain **very grateful** for your ongoing trust and support. Please know that we highly value our excellent and longstanding relationships with you, our travel partners and suppliers.

As always, please do not hesitate to contact us should you have any questions.

[INSERT CONTACT NAMES / DETAILS]

This notice is subject to further revisions as the situation may dictate going forward.

Sample Contract Rider – Limitation of Liability

**[INSERT NAME OF HOTEL / GROUP]
Covid-19: Tour Operator & Clients Limitation of Liability**

Effective Date: 23 July 2020

The Resorts: [INSERT NAME OF RESORT(S) / HOTEL(S)]

Notwithstanding anything to the contrary, as a condition of supplying room nights at any of the above-captioned resorts (the “Resorts”) to clients of the below-named **Tour Operator**, and as a condition of any such clients entering any of the above-captioned resort properties and using any of their respective accommodations, services, facilities and amenities, the **Tour Operator agrees as follows:**

1. This **LIMITATION OF LIABILITY** shall apply to all bookings arriving at any of the Resorts between **23 July 2020 and 2 January 2023**.
2. The Tour Operator acknowledges that **Covid-19** is a potentially deadly disease and, despite the best efforts and practices, it is impossible to completely eliminate the risk of Covid-19 exposure in a travel and tourism setting.
3. The Tour Operator (as defined below) hereby acknowledges and agrees that the Resorts, and their respective owners, officers, employees, contractors, agents, affiliates and insurers **SHALL NOT BE LIABLE** to the Tour Operator, any Resort guest, or any third party whatsoever for any illness, injury, death, loss or any other claim or cause of action of any nature whatsoever arising out of or in connection with exposure to **SARS-CoV-2 (coronavirus) and Covid-19**.
4. On arrival at any Resort, all guests shall be required to sign a guest registration card confirming that the guest(s) acknowledge and freely **assume all risks** related to SARS-CoV-2 and Covid-19.
5. This **LIMITATION OF LIABILITY** applies to all Resort guests and visitors including without limitation any minor children for whom an adult guest or visitor is a parent or guardian.
6. This **LIMITATION OF LIABILITY** shall be **LEGALLY BINDING** in all jurisdictions, worldwide. If any provision contained in this Limitation of Liability is found to be invalid or unenforceable by a court of competent jurisdiction, then this agreement and its remaining provisions shall remain in full force and effect and the parties to this agreement shall mutually request that the court replace the invalid or unenforceable provision with a valid and enforceable provision that carries out the intent of the original provision and this agreement as closely as legally possible. In the event of a conflict between this LIMITATION OF LIABILITY agreement and any other agreement, this LIMITATION OF LIABILITY shall control.

Accepted and agreed on the date first written above by:

[INSERT YOUR LEGAL ENTITY NAME(S)]:

TOUR OPERATOR:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Email: _____

Tel.: _____

Name of Tour Operator:

Sample – Language to Add to Your Booking Terms & Conditions (online and elsewhere):

Booking Terms & Conditions

**COVID-19 – ASSUMPTION OF RISK AND COVENANT NOT TO SUE
(Important Legal Stuff)**

Dear Guests,

Please know that ***we have always taken your health, safety, and comfort very seriously***, and we have always enjoyed a well-deserved reputation for maintaining very high levels of customer service, cleanliness, and safety.

Presently, we are taking ***enhanced health and safety measures*** throughout the resort to help maintain a clean, safe and comfortable environment for our valued guests, staff members, and visitors. For your safety and that of others, ***please adhere*** to all posted rules, signage, and instructions during your stay with us. Compliance with social distancing, hand washing and sanitizing, and similar instructions will be of primary importance.

Covid-19 (coronavirus) is highly contagious, potentially deadly, and may result in ***serious illness, injury, or death***. There is an inherent risk of coronavirus/Covid-19 exposure anywhere people are, or have been, present. The CDC has indicated that certain people may be at greater risk, namely the elderly and those with compromised immune systems and other underlying conditions. However, young and healthy people may also suffer severe illness, injury and death, and should therefore take precautions.

As a condition of visiting the resort and using any of its services, facilities and amenities, you ***VOLUNTARILY AGREE TO FULLY ASSUME ALL RISKS*** related to Covid-19 exposure. You further ***AGREE*** that you ***SHALL NOT SUE OTHERWISE HOLD LIABLE*** the resort, its owners, employees, agents, insurers, and any relevant tour operators, travel agencies, and travel agents, including without limitation Elite Island Resorts for any Covid-19-related illness, injury, death, losses or damages of any kind or nature whatsoever. Kindly note that ***all arriving guests will be required to sign a waiver*** to this effect ***at check-in***.

This ***Assumption of Risk and Covenant Not to Sue*** applies to all guests and visitors including but not limited to any minor children for whom an adult guest or visitor is a parent, guardian, or is otherwise responsible for. This ***Assumption of Risk and Covenant Not to Sue*** shall be ***LEGALLY BINDING***. Should any guest or visitor bring a claim, suit or any other action in violation of this provision, the claim, suit or other action shall be DISMISSED WITH PREJUDICE (meaning permanently dismissed) and all costs of dismissal, including but not limited to reasonable attorneys' fees and court costs, shall be borne by the party who wrongfully brought the claim, suit or other action in violation of this ***Assumption of Risk and Covenant Not to Sue***.

Please understand that, without this ***Assumption of Risk and Covenant Not to Sue***, it would be nearly impossible for the resort to operate under the current circumstances. We don't like legal jargon any more than you do, and we look forward to the day (hopefully in the near future) when all of this goes away. In the meantime, we feel it is only fair that you are fully informed and allowed to make the best possible decisions for you and your loved ones.

We greatly—and very sincerely—appreciate you and your business, and ***we look forward to providing you with an excellent Caribbean holiday. Thank You!***