



MGA Travel - Pandemic Travel Waiver

Gourmet Systems LLC dba Michael Graham & Associates "MGA Travel"

Please send completed form to: by mail -10764 Hwy 707 Ste 1, Myrtle Beach, SC 29588, or print, scan & email to office@takethetrip.com or fax 843-215-5554.

Before we make or finalize arrangements for your trip, we require that you sign below or click "I Agree" on our website. Your signature or click will signify your agreement, and your traveling party, with 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. 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. Vaccination Requirements and Other Rules:** We have no responsibility for COVID-19-related requirements that travel suppliers and governments may impose from time to time, such as required vaccinations, health affidavit forms, COVID-19 screenings prior to departure or upon arrival, face coverings, or quarantines. For the latest COVID-19 government travel regulations, we recommend going to IATA's website at <https://www.iatatravelcentre.com/international-travel-document-news/1580226297.htm>. For the latest travel supplier requirements, check the website of each supplier, and keep checking because these rules are constantly changing, and we are not responsible for those changes.
- 3. Financial Condition of Travel Suppliers:** We are not responsible for the acts or omissions of travel suppliers or their failure to adhere to their own schedules, provide services or refunds, financial default, or failure to honor future trip credits. We have no special knowledge regarding the financial condition of the suppliers, and we have no liability for recommending a trip credit in lieu of a refund.
- 4. Insurance:** For your protection, we strongly recommend that you purchase trip cancellation and travel accident insurance. You agree to hold us harmless for your election not to purchase travel insurance or for any denial of claim by travel insurer as it relates to COVID-19 or any other claim under the policy.
- 5. RELEASE:** YOU HEREBY EXPRESSLY ASSUME ALL OF THE RISKS AND DANGERS COVERED IN PARAGRAPHS 1-4 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.
- 6. 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 Horry County, South Carolina will be the exclusive jurisdiction for all claims brought by you or us, and you hereby submit to the personal jurisdiction of those courts.
- 7. As of February 3, 2020 (COVID-19, "Coronavirus")** is a known pandemic that is affecting travel worldwide, with continued impacts expected for travel worldwide. You, and your traveling companions, are referred to as "Client" in this waiver.

Client is fully aware of the current global Coronavirus COVID-19 virus outbreak, the current travel restrictions, and inherent risks involved if choosing to travel.

Updated Pre-departure Testing Requirements for Air Travelers to the U.S. Starting on December 6, 2021, air travelers aged two and older, regardless of nationality or vaccination status, are required to show documentation of a negative viral test result taken within one day of the flight's departure to the United States before boarding. You must show your negative result to the airline before you board your flight. That includes all travelers – U.S. citizens, lawful permanent residents (LPRs), and foreign nationals. This CDC [flow chart](#) may be of assistance.

Passenger(s) must provide written documentation of the laboratory test results to airlines or provide documentation (paper or electronic) of having recovered from COVID 19. If a passenger does not provide documentation of negative test or recovery or chooses not to be tested, the airline MUST deny boarding. Agency is in no way responsible for passenger testing. Airlines are not responsible for testing. Client understands that there is uncertainty regarding the availability of proper testing in destination countries with return to the United States. The CDC also recommends the following guidelines for after you arrive in the USA.

We highly encourage you to visit the CDC's website and to read the [entire order](#).

Client understands that it is his/her responsibility to check the latest travel information regarding this virus outbreak with the CDC. <https://wwwnc.cdc.gov/travel> and the US State Department: <https://travel.state.gov/content/travel.html>

Further, the Centers for Disease Control and Prevention (CDC) issued an Order [\[PDF – 11 pages\]](#) on January 29, 2021 **requiring the wearing of masks by travelers** to prevent spread of the virus that causes COVID-19. Conveyance operators must also require all persons onboard to wear masks when boarding, disembarking, and for the duration of travel. Operators of transportation hubs must require all persons to wear a mask when entering or on the premises of a transportation hub. The order also specifies the [Types of masks](#) that can and cannot be used. In August 2021, this order was updated and [extended](#) to at least March 18, 2022.

This Order must be followed by all passengers on public conveyances (e.g., airplanes, ships, ferries, trains, subways, buses, taxis, ride-shares) traveling into, within, or out of the United States as well as conveyance operators (e.g., crew, drivers, conductors, and other workers involved in the operation of conveyances) and operators of transportation hubs (e.g., airports, bus or ferry terminals, train or subway stations, seaports, ports of entry) or any other area that provides transportation in the United States. The CDC has additional recommendations for [cruises](#) that touch the USA.

Also, while these orders are for travel in the United States, other countries and destinations will have their own mask requirements, testing requirements, vaccine requirements, including required booster shot; and quarantine policies. You can expect to wear masks on cruises and tours as well. Travel requirements may include proof of vaccination and or tests. It is the Client's responsibility to understand and comply with all such regulations. Tour companies and cruise lines will have their own rules and travel pledges.

Client understands that it is his/her responsibility to purchase **travel insurance** that includes coverage for all medical needs while traveling and trip cancellation or delay. Client understands that concerns or fear of travel are not a covered reason for cancellation relating to the Coronavirus/ COVID-19. Insurance claims will only be paid for covered reasons as stated in the insurance policy.

Client holds agency (MGA Travel) harmless for his/her election not to purchase travel insurance or any denial of claim by travel insurer as it relates to COVID-19 or any other claim under the policy. Please note that insurance policies have a specific clause stating they do not cover epidemics and pandemics, especially when travel warnings are in place. Some newer policies may have certain covid coverages such as quarantine - please verify your policy.

Client understands that he/she is bound by the terms of the insurance policy as it relates to Coronavirus/COVID-19. Client is aware of all the travel warnings, travel restrictions and rules and understands the risks, is accepting of these and holds agency (MGA Travel) harmless for any travel restrictions, death, illness, cancellations by suppliers, hotels, airlines, cruise lines, tour agencies or any other travel provider, financial loss, quarantining rules or measures put in place at airports or destinations client is traveling through.

Client further agrees to hold agency (MGA Travel) harmless for any financial penalties or fees imposed by the by suppliers, hotels, airlines, cruise lines, tour agencies or any other travel provider due to cancellations or postponements due to COVID-19 and agrees not to institute a credit card dispute or "chargeback" for said legitimate penalties or fees. Additionally, we are not responsible for acts or omissions of suppliers or their failure to adhere to their own schedules, provide services or refunds, financial default, or failure to honor future trip credits. And we have no special knowledge about the financial condition of suppliers, and we have no liability for recommending a trip credit instead of a refund.

Client is aware that additional screening procedures and restrictions may take place at airports and in public areas. Client is aware that these restrictions may include mandatory face coverings and/ or temperature checks in airports, hotels, cruise ships, trains or other means of transport. Client is aware that Immigration restrictions may be put in place before or during travel that may impede ability to enter or exit the destination as planned.

Client is aware that it is his/her personal decision to travel and is doing so with full knowledge of current travel recommendations and travel restrictions with regards to the Coronavirus COVID-19 and takes full responsibility for his/her actions and the entire party booked under the lead passenger's name with regards to this.

If rebooking is requested, we will assist with obtaining any refunds due to rebooking trips using future cruise credits but will charge a non-refundable fee for that service.

By receiving and agreeing to the terms and conditions of travel, client acknowledges receipt and acceptance of this separate Release Form for Traveling During a Pandemic/Epidemic or Travel Advisory:

I, client, understand that I have requested to travel during the time of a pandemic, and also that it is possible that another outbreak could occur. I understand that there is a possibility that I may become infected with Covid-19. I also understand that quarantines may be required

during my travel, that ports of call may be canceled; that attractions, hotels, events, and borders may be closed; and that my travel plans might be affected. I understand that it is possible that I am not able to travel at all.

On the date indicated below, I, the Client, acknowledge that I requested that MGA Travel ("Agency") make one or more travel bookings on my behalf. As the worldwide COVID-19 coronavirus pandemic remains ongoing at this time, I acknowledge that for this reason, and other reasons not reasonably foreseeable at this time, these travel plans may be interrupted or cancelled by the supplier that is providing them, a government entity or other third party over which Agency has no control.

I, the Client, further acknowledge that the supplier's own cancellation, rebooking and refund policies, subject to any applicable law that is now or may later be in effect, will govern my rights and remedies, including my right to receive a refund, in such an event. Moreover, I understand that should I elect to purchase travel insurance, the terms of the policy will dictate whether, and to what extent, coverage for any financial loss may exist under the circumstances. With variants, such as the Delta and Omicron, I may need to wear a mask even if fully vaccinated and that breakthrough cases can occur and infect even those fully vaccinated and boosted.

I, the Client, represent all those in my traveling party, including those that have not individually signed this agreement.

I, the Client, accept all of these as my personal responsibility and agree to release and hold harmless Gourmet Systems LLC dba MGA Travel / Michael Graham & Associates / Graham Tours), or any agents or individuals representing the same, motorcoach charters, and our suppliers from any and all liability.

I, the Client, agree and accept the conditions of this pandemic travel waiver on behalf of my self and travel companions. I additionally acknowledge that I have received and read and accept the current Travel Advisory, Terms and Conditions, consumer disclosure and privacy policy and all supportive documents, which can be found at the bottom of the mgatravel.com site (see links below).

_____ Todays Date: _____ Your Agents Name: _____
Type or Print Name (mm/dd/yy)

_____ Date of Travel: _____
Name of Trip or Booking Number (mm/dd/yy)

Cardholders

Signature: _____

This waiver is required in order to receive your travel documents. Please complete this form and submit for our records.