

BY SIGNING UP TO PARTICIPATE IN THIS EDUCATIONAL TRAVEL PROGRAM, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD, AND AGREE TO ALL OF THE TERMS AND CONDITIONS OF PARTICIPATION IN WORLDKIND JOURNEYS AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.

TERMS & CONDITIONS

COVID-19 RELEASE OF LIABILITY AND ASSUMPTION OF RISK WITH WORLDKIND, LLC (A PENNSYLVANIA LIMITED LIABILITY COMPANY)

The individual named below (referred to as "I" or "me") desires to participate in one of WorldKind's Journeys (the "Activity") provided by WorldKind, LLC, a Pennsylvania Limited Liability Company (the "Company"). In consideration of being permitted by the Company to engage in the Activity, the intangible value that I will gain by participating in the Activity, and in recognition of the Company's reliance hereon, I agree to all the terms and conditions set forth in this agreement (this "Release").

- 1. ENTRY REQUIREMENTS:** I am aware that all participants are responsible for meeting the current entry requirements of the country(ies) to which they are traveling. Failure to do so will void any refunds I may have been entitled to from WorldKind should I be denied entry to the country or to any establishment within the country because of my vaccination status.
- 2. VACCINATIONS:** I understand that because we will be traveling in close proximity to one another as a group, WorldKind **STRONGLY** requests all tour participants to be fully vaccinated and boosted more than 14 days prior to their departure. Should I choose not to do so, I travel at my own risk and understand that my choices impact the health of other group members and of our partners in host countries.
- 3. VACCINATION CARDS:** I understand that some vendors, transportation providers, hotels, museums, etc. may require proof of vaccination to enter their facilities and use their services. Therefore, I agree to carry an authentic COVID-19 vaccination certificate (e.g., CDC-issued vaccine card or equivalent) and to present this card upon request. Should I fail to do so, any missed entries will be my responsibility, and I will not receive a refund for any portion of the missed tour.
- 4. ACKNOWLEDGEMENT OF RISKS:** I am aware of the highly contagious nature of bacterial and viral diseases, including the 2019 novel coronavirus disease COVID-19 (collectively, the "Disease"). Even though WorldKind strives to follow evidence-based guidelines and take precautionary measures to limit the spread of COVID-19, I am aware and understand that WorldKind cannot prevent me from becoming exposed to, contracting, being injured, or spreading COVID-19 while on a WorldKind Journey. I understand that participation in this tour is a potentially dangerous activity and could result in one or more of the following risks included, but not limited to: serious injury, disability, death, and property damage. I

acknowledge that these risks may result from or be compounded or both by one or more of the following actions, omissions, negligence of Company employees and others, including negligent emergency response and rescue operations of the Company. I understand that while the Company has implemented measures to reduce the risk of injury from the Activity and the spread of the Disease, the Company cannot guarantee that I will not be injured or become infected with the Disease or other infectious diseases due to my participation in the Activity and that engaging in the Activity may increase my risk of contracting the Disease.

NOTWITHSTANDING THESE RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGERS INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF INJURY, ILLNESS, DISABILITY, DEATH, AND PROPERTY DAMAGE ARISING FROM MY ENGAGING IN THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE OR BOTH.

5. EXPENSES: I acknowledge that unknown expenses, such as missed flights, airport closures, transportation delays or cancellations, medical care, costs for extended lodging and food from an unexpected quarantine required by local health or government officials, etc., may be a result of COVID-19. Should such situations arise, WorldKind will try to assist, to the extent possible, in making arrangements, but I agree that I will be solely responsible for the expenses associated with these circumstances. I hereby expressly waive and release any and all claims, now known or hereafter known, against the Company, and its officers, directors, manager(s), employees, agents, affiliates, shareholders, members, successors, and assigns (collectively, "Releasees"), on account of injury, illness, disability, death, or property damage arising out of or attributable to my participation in the Activity, whether arising out of the ordinary negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims. This waiver and release does not extend to claims for gross negligence, willful misconduct, or any other liabilities that Pennsylvania law does not permit to be released by agreement.

5. HEALTH BEFORE AND ON THE TOUR: I confirm that I am: (a) in good health, in proper physical condition, and do not have any medical or other conditions that would impair my ability to participate in the Activity. If I am experiencing symptoms of the Disease (such as cough, shortness of breath, or fever), or if I have a confirmed or suspected case of the Disease, or if I come in contact within 10 days of leaving for this trip with a person who has been confirmed to have or suspected of having the Disease, I will recuse myself from this trip and will alert WorldKind at once. I will accept the financial responsibility for the cancelation of my trip (Again, we strongly advise you to purchase "Cancel For Any Reason" Travel coverage to help with any financial losses). I agree to take personal responsibility for my own health while on the tour. If at any time I believe conditions to be unsafe, that I am no longer in proper physical condition to participate in any of the activities of the tour, or I begin experiencing symptoms of COVID-19 or any other contagious disease, I will immediately notify WorldKind, quarantine myself, and seek medical health and clearance to continue on the tour at my own expense. I understand that I will not receive a refund for any missed portions of the tour. I will also follow all instructions, recommendations, and cautions of the Company at all times during the Activity.

6. SAFETY PRECAUTIONS: When required to do so by the local government, I will comply with all federal, state, and local laws, orders, directives, and guidelines agree to complete any COVID-19 symptom check-ins and all safety precautions (e.g., hand washing, social distancing, face masks covering my nose and mouth, regular temperature checks, etc.) given by WorldKind, my guide, or by local officials. If I have a medical exemption from any of these safety precautions, such as face mask-wearing, I will carry proof, such as a doctor's note, and produce this proof upon request. It is my responsibility to be aware of and comply with any specific requirements of the airline carriers that I use and the entry requirements of the countries I will be visiting. I understand that any failure to comply with these safety precautions and health directives may result in my failure to join or complete my tour, and I alone will be responsible for any financial losses incurred because of my noncompliance.

7. LIABILITY RELEASE: I shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by or awarded against the Company or any other Releasees in a final non-appealable judgment, arising out or resulting from any claim of a third party related to my participation in the Activity, including any claim related to my own negligence or the ordinary negligence of the Company.

8. CONSENT TO TREATMENT: I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment, any related medical transportation, and evacuation. I hereby release, forever discharge, and hold harmless the Company from any claim based on such treatment or other medical services.

This Release constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Company and me and our respective successors and assigns.

BY SIGNING UP FOR THIS TOUR, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.