



We're excited to welcome you to California!

Visit California is committed to promoting safe and responsible travel, as well as preservation of outdoor spaces and cultures.

As always, visiting media will experience California as a premier travel destination, with the added assurance that Visit California's destination and business partners, including hotels, restaurants, attractions, retail businesses and more are committed to upholding safety standards mandated by federal, state and local governments to protect the health and welfare of guests, employees and communities.

Safety requirements may differ across the state. While Visit California will provide helpful information, we ask visiting journalists and content creators educate themselves on local guidelines before arriving at any destination. Visit California's [Responsible Travel Hub](#) features a wide variety of information, including frequently asked questions and articles detailing what you can expect when visiting hotels, attractions, restaurants and more.

Visit California also asks that visiting media adhere to the tenets of its Responsible Travel Code, as outlined in Section 14 of the Travel Waiver and Release.

Please review, sign and return the Travel Waiver and Release below. This document must be signed and returned before Visit California can share your travel request with its destination and hospitality partners. Understand that Visit California is not responsible for any expenses incurred should you become ill or injured before, during or after your trip.

Visit California looks forward to working with you and safely welcoming you to the Ultimate Playground!



**Visit California Travel Waiver and Release:**

1. Participant acknowledges and voluntarily assumes risk of injury or exposure to communicable diseases while participating in this voluntary press trip, and/or by accepting hosted or discounted lodging accommodations, restaurant meals, attraction/business visits, or other invitations from or through Visit California or its destination and hospitality partners.
2. Participant agrees that this release includes any claims based on the actions, omissions, or negligence of Visit California and its destination and hospitality partners, whether an illness or injury occurs before, during, or after the visit.
3. Participant acknowledges and agrees to take appropriate precautions while in California, including maintaining vigorous personal hygiene, frequent hand washing and/or hand sanitizing; and following all local guidance on safety requirements.
4. Participant states that if they experience any symptoms of communicable diseases identified by the [Centers for Disease Control](#) and [California Department of Public Health](#), or if they have a fever, feel feverish or exhibit any other symptoms within 72 hours before the start of the visit, they will notify Visit California and reschedule the trip.
5. Participant is responsible for obtaining necessary travel documents required to enter California and will have the appropriate documents by the time of departure.
6. The itinerary for the press trip will include participation in various activities. It is the responsibility of the participant to ensure they are medically/physically fit and competent to participate in these activities. If the participant has any doubts, it is the participant's responsibility to bring them to the attention of Visit California and/or the guide beforehand.
7. Participant is responsible for covering any additional costs that are not part of and listed in the press trip itinerary provided by Visit California beforehand.
8. Participant further acknowledges and agrees that Visit California:
  - a. has helped to coordinate certain travel arrangements and related services (the Travel Services) on the participant's behalf;
  - b. will not arrange insurance for the participant in connection with the Travel Services;
  - c. is not itself a tour operator, travel agent, carrier or hotelier;
  - d. will do its best to select reputable travel suppliers; however, all bookings are subject to the terms, conditions and limitations imposed by third parties, some of which limit or exclude liability in respect of death, personal injury, delay and loss or damage to baggage;
  - e. does not accept any liability for the acts, omissions or default, whether negligent or otherwise, of tour operators, travel agents, airlines, coach operators, shipping companies, hoteliers or other persons providing services in connection with the Travel Services;
  - f. is not responsible for loss or damages not covered by insurance, including but not limited to loss or damages related to a rental vehicle driven by the participant during the trip.
9. Participant confirms they maintain appropriate general liability insurance policies with proper minimum coverage limits for personal injury and property damage for the duration of this trip and hold travel medical insurance, which covers water sports (if applicable) and the cost of repatriation if necessary.
10. Participant understands they are responsible for having any necessary medications at all times, including but not limited to EpiPen Auto-Injectors or their authorized generic. It is the participant's responsibility to check expiration dates and consider bringing extra supplies. The participant advises the tour host of any medical conditions before traveling.
11. Participant understands that they will be held responsible for the full cost of airline tickets, accommodations, and other expenses if they choose to withdraw from participating in a familiarization trip if purchased and nonrefundable. Participant also understands that once they have agreed to the flight itinerary and the tickets have been purchased that they will be responsible for covering any change fees due to requested flight changes.
12. By signing this form, Participant agrees their personal data (name, address, email, copy of passport, allergies, etc.) will be processed by Visit California and its representation agencies for the press trip. The information collected is necessary for the organization and handling of the trip. Data will be stored for the duration of the organization/processing of the trip and thereafter for the duration of the tax retention periods. Data necessary for the organization



and processing of the trip will be passed to local partners involved in carrying out the trip. Data will also be used to prepare reports following the trip. By signing this form, the participant further agrees that his/her/their data (name, email address, telephone number) may be made available to other participants of the press trip (e.g., by creating a WhatsApp group) and photos on which the participant is depicted and which are taken by Visit California and/or its partners during the trip may be used for documentation purposes and transmitted via data transfer services such as WeTransfer.

13. By signing this form and participating in this voluntary press trip, the participant, for his/her/their heirs, executors and administrators, release and forever discharge Visit California and all sponsors, producers, their agents, representatives, successors and assigns of all liabilities, claims, actions, damages, costs or expenses which the participant may have against them arising out of or in any way connected with the participation in this press tour or any award the participant may receive, including travel to or from this event, and including injuries which may be suffered by the participant before, during or after the event. Participant understands that this waiver includes any claims based on the action or inaction of any of the above parties.
14. The participant agrees to abide by Visit California's [Responsible Travel Code](#).

15. Participant agrees to obey all California photography, video and drone laws. Some areas in destinations such as national landmarks, state and national parks, and wildlife areas do not allow drones to be flown. Others may require a permit or other form of permission for any filming to be done on-site. Research drone and video rules and restrictions for public lands and attractions before visiting.
16. Participant acknowledges that he/she/they has read and understands the provisions of California Civil Code Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY THEM, MUST HAVE MATERIALLY AFFECTED THEIR SETTLEMENT WITH THE DEBTOR.

**Being aware of California Civil Code Section 1542, I hereby waive any rights I may have under Section 1542 of the Civil Code, and more generally, agree to waive my rights to claims which I do not know or suspect to exist in my favor at the time of executing this release.** I understand and acknowledge that the significance and consequence of this waiver is that even if I should eventually suffer additional damages arising out of my relationship with Visit California or my visit to California, I will not be permitted to make any claims, including any claims for those damages.

Any modification or amendment to this Agreement shall be effective only if in writing and signed by all parties.

***I, the participant, acknowledge that I read the above agreement and fully comply with its terms and conditions.***

Printed name: \_\_\_\_\_(Participant)

Signature: \_\_\_\_\_(Participant)

Date: \_\_\_\_\_