



Thank you for your interest in visiting California.

As the coronavirus continues to impact travel, Visit California is taking additional steps to ensure the health and safety of all visitors and residents. 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 the applicable safety standards mandated by state and local governments to protect the health and welfare of guests, employees, and local communities.

As a result of COVID-19, many tourism-related businesses must limit the number of guests they host in order to adhere to social distancing and other mandated health and safety protocols, which may impact your visit. Many local jurisdictions enforce detailed safety requirements, including **social distancing, the use of face coverings indoors and outdoors, occupancy limits and other health protocols.**

Different parts of the state are in various stages of reopening, and Visit California reserves the right to refuse media support if it is deemed unsafe or impossible at the time of requested travel. While Visit California will provide helpful information, you are responsible for educating yourself on local guidelines before your arrival in the destination.

Visit California also asks that any visiting media adhere to the tenets of responsible travel, 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 by you and received by Visit California before Visit California shares your travel request with its destination and hospitality partners. If you decide to proceed with your visit as planned, please understand that Visit California is not responsible for any expenses incurred should you be quarantined or become ill before, during or after your trip.

Visit California looks forward to working with you and safely welcoming you to the Golden State!



Visit California Travel Waiver and Release:

1. Participant acknowledges the contagious and potentially lethal nature of the COVID-19 virus and voluntarily assumes the risk of exposure or infection by COVID-19 while participating in this voluntary familiarization 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 a COVID-19 infection occurs before, during, or after the visit.
3. Participant acknowledges and agrees to take appropriate precautions while in California, including maintaining vigorous personal hygiene, including frequent hand washing and/or hand sanitizing; staying at least six feet from persons not living in the same household; and to wear a face covering in all indoor public spaces, except when necessary to remove for eating or drinking.
4. Participant states that if he/she/they experiences any symptoms of COVID-19 or other communicable diseases identified by the [Centers for Disease Control](#) and [California Department of Public Health](#), or has a fever, feels feverish or exhibits any other symptoms, within 72 hours prior to the start of the visit, he/she/they will notify Visit California and reschedule the trip.
5. Participant is responsible for obtaining all necessary travel documents required to enter California and will be in possession of the appropriate documents by the time of departure.
6. The itinerary for the familiarization trip will include participation in various activities. It is the responsibility of the participant to ensure he/she/they is medically 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 that he/she/they made use of or purchased and that are not part of and listed in the familiarization 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 any insurances 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 and conditions and limitations imposed by these third parties, some of which limit or exclude liability in respect of death, personal injury, delay and lost 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 that he/she/they maintains appropriate general liability insurance policies with appropriate minimum coverage limits for personal injury and property damage for the duration of this trip, and holds travel medical insurance which covers water sports (if appropriate) and the cost of repatriation if necessary.
10. Participant understands that he/she/they is responsible for having at all times any necessary medications, 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 he/she/they will be held responsible for the full cost of airline tickets, accommodations, and other expenses if the participant chooses to withdraw from participating in this familiarization trip if purchased and non-refundable. Participant also understands that once he/she/they has agreed to the flight itinerary and the tickets have been purchased that he/she/they will be responsible for covering any change fees due to requested flight changes.



12. By signing this form, Participant agrees that his/her/their personal data (name, address, E-Mail, copy of passport, allergies, etc.) will be processed by Visit California and its representation agencies for the familiarization 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 the local partners involved in carrying out the trip. Data will also be used for the purpose of preparing reports following the trip. By signing this form, the participant further agrees that his/her/their data (name, E-mail address, telephone number) may be made available to other participants of the familiarization 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 service such as WeTransfer.

13. By signing this form and participating in this voluntary familiarization 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 familiarization 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 photography, video and drone laws in California. 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 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER 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 the terms and conditions set.

Printed name: _____ (Participant)

Signature: _____ (Participant)

Date: _____