

# Terms and Conditions

**PLEASE READ CAREFULLY. THESE TERMS & CONDITIONS CONTAIN IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS, INCLUDING YOUR WAIVER OF LIABILITY AND ASSUMPTION OF RISK RELATING TO EXPOSURE TO COVID-19 AND ANY OTHER COMMUNICABLE OR INFECTIOUS DISEASE, CLASS-ACTION WAIVER, AND AGREEMENT TO BINDING ARBITRATION.**

## **I. Park Reservation System**

To enter a park, a park reservation in addition to valid admission for the same park on the same date are required. Park reservations are limited and subject to capacity, availability and restrictions.

Park reservations are void if transferred or sold and have no cash value. Unused reservations expire at the end of the day, are forfeited and will not be replaced.

Guests must use the same admission ticket or pass for park entry that was used to make the park reservation.

Disney reserves the right to cancel or reschedule any park reservation, at any time and for any reason, including but not limited to, changes in capacity or capacity limitations or park closure, without liability. Park admission is not guaranteed.

Certain parks, restaurants, attractions, experiences, and other offerings may be modified or unavailable, have limited capacity, and may be subject to limited availability or closure. Offerings are not guaranteed.

## **II. COVID-19 And Any Other Communicable Or Infectious Disease: Liability Waiver, Class-Action Waiver, Binding Arbitration, And Other Provisions**

By purchasing an admission ticket(s) or pass(es) and/or by making a park, resort, and/or hotel reservation(s), and in consideration thereof, and in consideration for being able to visit and/or participate in attractions, transportation, and activities at the Walt Disney World® Resort, I agree, understand, and acknowledge, on my own behalf and on behalf of any individual who uses a ticket, pass, or reservation made by me, as follows (collectively, the “COVID-19 and Other Communicable/Infectious Disease Provision”):

**Assumption Of Risk:** I acknowledge that an inherent risk of exposure to the disease COVID-19 (as defined by the World Health Organization and any strains, variants, or mutations thereof) and SARS-CoV-2 (the virus that can cause COVID-19) (collectively, “COVID-19”), and any other communicable or infectious disease, exists in any public place where people are present. “Communicable disease” means any disease or illness caused by microorganisms such as bacteria, viruses, parasites, or fungi that can be

spread, directly or indirectly, from one person to another. "Infectious disease" means any disease or illness caused by microorganisms such as bacteria, viruses, parasites, or fungi that enter the body, multiply, and can cause an infection. COVID-19 is an extremely contagious communicable disease that can lead to severe illness and death. No precautions can eliminate the risk of exposure to COVID-19, and the risk of exposure applies to everyone. According to the [Centers for Disease Control and Prevention \("CDC"\)](#), older adults (people 65 years and older) and people of any age who have underlying medical conditions might be at higher risk for severe illness and death from COVID-19. I acknowledge that the risk of exposure to COVID-19 and any other communicable or infectious disease includes the risk that I will expose others that I later encounter, even if I am not experiencing or displaying any symptoms of illness myself. By visiting and/or participating in attractions, transportation, and activities at the Walt Disney World® Resort, I agree to voluntarily assume any and all risks in any way related to exposure to COVID-19 and any other communicable or infectious disease, including illness, injury, or death of myself or others, and including without limitation, all risks based on the sole, joint, active or passive negligence of any of the Released Parties, named below. I acknowledge that my visit and participation are entirely voluntary.

**Waiver:** On my own behalf and on behalf of my heirs, executors, personal representatives, administrators, and assigns, I agree to forever waive, covenant not to sue, release, and discharge the Released Parties, named below, from any and all liability, claims, causes of action, damages, costs, or expenses of every kind, including all claims and causes of action based on the sole, joint, active or passive negligence of any of the Released Parties, arising out of or in any way relating to exposure to COVID-19 and any other communicable or infectious disease during my visit to and/or participation in attractions, transportation, and activities at the Walt Disney World® Resort. This waiver of liability and the assumption of risk set forth above is intended to be as broad and inclusive as is permitted by law.

**Acknowledgment Of Assumption Of Risk And Waiver By Other Users:** I attest, acknowledge, and agree that any individual for whom I have bought a ticket or pass or made a reservation or who uses a ticket, pass, or reservation made by me has independently and carefully read this COVID-19 and Other Communicable/Infectious Disease Provision and has knowingly and independently acknowledged and agreed to all its provisions, including without limitation (1) to voluntarily assume any and all risks in any way related to exposure to COVID-19 and any other communicable or infectious disease, including illness, injury, or death of himself, herself, or others, and including without limitation, all risks based on the sole, joint, active or passive negligence of any of the Released Parties, named below, and (2) to agree, on his or her own behalf and on behalf of his or her heirs, executors, personal representatives, administrators, and assigns, to forever waive, covenant not to sue, release, and discharge the Released Parties, named below, from any and all liability, claims, causes of action, damages, costs, or expenses of every kind, including all claims and causes of action based on the sole, joint, active, or passive negligence of any of the Released Parties, arising out of or

in any way relating to exposure to COVID-19 and any other communicable or infectious disease during his or her visit to and/or participation in attractions, transportation, and activities at the Walt Disney World® Resort.

**Third-Party Beneficiaries:** I acknowledge and agree that any individual for whom I have bought a ticket or pass or made a reservation or who uses a ticket, pass, or reservation made by me is and is intended to be a third-party beneficiary of that ticket, pass, or reservation made by me.

**Waiver of California Civil Code § 1542:** I acknowledge and agree that I am familiar with, understand, and do waive any rights and benefits of the provisions of Section 1542 of the California Civil Code, and any similar provisions of other jurisdictions, which provides that:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

**Indemnity/Insurance:** On my own behalf and on behalf of my heirs, executors, personal representatives, administrators, and assigns, I agree to indemnify and hold each of the Released Parties harmless from and against any and all claims made or incurred by anyone, including myself and any individual who uses a ticket, pass, or reservation made by me, arising out of or in any way relating to my purchase of an admission ticket(s) or pass(es) and/or my making of a reservation(s), and subsequent visit to and/or participation in attractions, transportation, and activities at the Walt Disney World® Resort and arising out of any and all risks described above in the section titled Assumption of Risk or in any other way related to exposure to COVID-19 and any other communicable or infectious disease, wherever such activities may occur and whether suffered before, during, or after such participation. My indemnification obligations shall include, without limitation, all attorneys' fees and costs incurred by any of the Released Parties through and including any appeals. I understand and agree that I am not relying on the Released Parties to have arranged for, or carry, any insurance of any kind for my benefit relative to my visit to and/or participation in attractions, transportation, and activities at the Walt Disney World® Resort, and that I am solely responsible for obtaining any mandatory or desired life, travel, accident, property, or other insurance related to my visit to and/or participation in attractions, transportation, and activities at the Walt Disney World® Resort, at my own expense.

**Scope:** I agree that the Waiver and Indemnity provided for in this COVID-19 and Other Communicable/Infectious Disease Provision shall cover all physical and emotional injuries and/or damages, including without limitation all illness and bodily injury (including death), whether suffered by me or anyone else before, during, or after my visit and/or participation. Additionally, I agree that the scope of the Waiver and

Indemnity shall include any claims related, in whole or in part, to my own actions and the actions of third parties, whether foreseeable or unforeseeable.

**Term:** The Waiver and Indemnity provided for in this COVID-19 and Other Communicable/ Infectious Disease Provision applies to any and all visitation to and/or participation in attractions, transportation, and activities at the Walt Disney World® Resort and/or presence on the Released Parties' property arising out of the purchase of an admission ticket(s) or pass(es) and/or the making of a reservation(s) pursuant to which I and the Released Parties agreed to this COVID-19 and Other Communicable/Infectious Disease Provision, from the date of execution.

**Released Parties:** The Released Parties are: Walt Disney Parks and Resorts U.S., Inc.; Disney Destinations, LLC; Disney Vacation Development, Inc.; Disney Vacation Club Management LLC; and their respective parents, subsidiary, and other affiliated or related companies, and all officers, directors, employees, shareholders, members, agents, contractors, sub-contractors, representatives, successors, assigns, insurers, and volunteers of each of the foregoing entities.

**Binding Arbitration:** I AGREE THAT, UPON ELECTION BY EITHER PARTY, ANY DISPUTE, CLAIM, OR CONTROVERSY ARISING UNDER OR RELATING IN ANY WAY TO THIS COVID-19 AND OTHER COMMUNICABLE/INFECTIOUS DISEASE PROVISION OR EXPOSURE TO COVID-19 AND ANY OTHER COMMUNICABLE OR INFECTIOUS DISEASE DURING MY VISIT TO AND/OR PARTICIPATION IN ATTRACTIONS, TRANSPORTATION, AND ACTIVITIES AT THE WALT DISNEY WORLD® RESORT, NOW OR IN THE FUTURE, WILL BE RESOLVED BY BINDING ARBITRATION. CLAIMS SUBJECT TO ARBITRATION INCLUDE COUNTERCLAIMS, CROSS CLAIMS, THIRD PARTY CLAIMS, INTERPLEADERS, OR ANY OTHER CLAIMS, WHATEVER THE CAUSE(S) OF ACTION ASSERTED (INCLUDING CLAIMS FOR INJUNCTIVE, DECLARATORY, OR EQUITABLE RELIEF). I ACKNOWLEDGE AND AGREE THAT ARBITRATION REPLACES MY RIGHT TO GO TO COURT. I THEREFORE AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL OR TO LITIGATE ANY CLAIMS IN COURT BEFORE A JUDGE OR JURY. I AGREE THAT I THEREFORE WAIVE ANY RIGHT TO LITIGATE ANY CLAIMS IN COURT AS A CLASS ACTION OR OTHER REPRESENTATIVE OR COLLECTIVE ACTION (SUCH AS AN ACTION IN THE FORM OF A PRIVATE ATTORNEY GENERAL). I ALSO AGREE TO WAIVE ANY RIGHT TO PURSUE IN ARBITRATION ANY CLASS ACTION OR OTHER REPRESENTATIVE OR COLLECTIVE ACTION (SUCH AS AN ACTION IN THE FORM OF A PRIVATE ATTORNEY GENERAL), OR TO PARTICIPATE AS A CLASS MEMBER IN A CLASS ACTION OR OTHER REPRESENTATIVE ACTION IN ARBITRATION OR IN COURT BEFORE A JUDGE OR JURY. I ALSO AGREE THAT NO ARBITRATION OR PROCEEDING CAN BE COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO THE ARBITRATIONS OR PROCEEDINGS.

The arbitrator will have the exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of these terms or the formation of this COVID-19 and Other Communicable/Infectious Disease Provision, including the arbitrability of any dispute and any claim that all or any part of this COVID-19 and Other Communicable/Infectious Disease Provision is void or voidable.

A. In the event of a dispute, I agree to send a notice of dispute, which is a written statement that sets forth my name, address, and contact information; the facts giving rise to the dispute; and the relief requested to the Released Parties at 500 South Buena Vista Street, Burbank, California 91521-7620, USA, Attention: Legal. The Released Parties will send any notice of dispute to me at the contact information that they have for me. The Released Parties and I will attempt to resolve a dispute through informal negotiation within sixty (60) days from the date the notice of dispute is sent. After that sixty (60) day period and not before, the Released Parties or I may commence an arbitration proceeding. I may instead litigate a dispute in small claims court if the dispute meets the requirements to be heard in small claims court, whether or not I negotiated informally first.

B. If the Released Parties and I do not resolve a dispute by informal negotiation or in small claims court, the dispute shall be resolved by binding arbitration before a neutral arbitrator whose decision will be final except for a limited right of appeal under the Federal Arbitration Act, 9 U.S.C. § 1 et seq. Arbitration will be administered by JAMS Mediation, Arbitration and ADR Services (“JAMS”) in accordance with the JAMS Streamlined Arbitration Rules and Procedures (the “JAMS Rules”). The JAMS Rules and instructions about how to initiate an arbitration are available at [www.jamsadr.com](http://www.jamsadr.com) or 1-800-352-5267. Arbitration may be conducted in person, through the submission of documents, by phone, or online. Proceedings that cannot be conducted through the submission of documents, by phone, or online, will take place in the State of Florida; provided, however, that if circumstances prevent me from traveling to the State of Florida, JAMS may hold an in-person hearing in my hometown area. The Released Parties and I agree to submit to the exclusive jurisdiction of the federal or state courts located in the State of Florida in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator. The arbitrator may award damages to me individually as a court could, including declaratory or injunctive relief, but only to the extent required to satisfy my individual claim. In accordance with the JAMS Rules, the party initiating the arbitration (either me or the Released Parties) is responsible for paying the filing fee. However, if the arbitrator issues me an award of damages and: (a) that award is greater than the amount of the Released Parties’ last written settlement offer; or (b) if the Released Parties did not make a settlement offer, then in addition to paying for any JAMS Case Management Fees and all professional fees for the arbitrator’s services, the Released Parties will reimburse me for the filing fees I incurred.

**Except as provided above with respect to jurisdiction in the State of Florida, nothing in this arbitration provision shall be construed as consent by the Released Parties to the jurisdiction of any other court with regard to disputes, claims, or controversies unrelated to this agreement.**

**This agreement to binding arbitration evidences a transaction in interstate commerce, and thus the Federal Arbitration Act, 9 U.S.C. §§ 1-16, governs its interpretation and enforcement. This agreement to binding arbitration will survive its termination. If any portion of this agreement to binding arbitration is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.**

**Venue But For Arbitration:** In the event that neither party elects to resolve disputes under binding arbitration, as provided above, any legal action arising out of or relating to this COVID-19 and Other Communicable/Infectious Disease Provision shall be commenced exclusively in the Circuit Court of the Ninth Judicial Circuit in and for Orange County, Florida (or if such Circuit Court shall not have jurisdiction over the subject matter thereof, then to such other court sitting in said county and having subject matter jurisdiction). In any such action, I specifically waive any right to bring a class action or other representative or collective action (such as an action in the form of a private attorney general). I SPECIFICALLY WAIVE THE RIGHT TO TRIAL BY JURY.

**Governing Law:** These terms and conditions, including the COVID-19 and Other Communicable/Infectious Disease Provision, shall be governed by the laws of the State of Florida.

**Severability/Partial Invalidity:** If any provision or part thereof of these terms and conditions, including the COVID-19 and Other Communicable/Infectious Disease Provision, is held to be invalid, void, or unenforceable by a court of competent jurisdiction, such provision or part thereof shall be deemed modified to conform to applicable law, or if this would cause an illogical or unreasonable result, such provision or part thereof shall be stricken from the terms and conditions, including the COVID-19 and Other Communicable/Infectious Disease Provision, without affecting the binding force or effect of any other part or provision.