WALT DISNEY TRAVEL COMPANY TERMS AND CONDITIONS FOR *WALT DISNEY WORLD*® RESORT

Please be advised that in the event any changes are made to the reservation including, but not limited to, changes in travel dates, updated Terms and Conditions may apply to the modified reservation. 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.

Prices

- All prices are in U.S. dollars and are subject to change until package is paid in full. Prices are for the total package and cannot be broken down into individual package component prices. After package is paid in full, package price is subject to change due to imposition of taxes or other governmental requirements. Prices are also subject to change due to modifications to package or package components. **Everyone on the same reservation must be on the same package**. Additional adult charges may apply for more than two adults per room.

Booking Procedures

- A minimum of 10 rooms must be reserved. If there are changes made to the package resulting in less than 10 rooms being reserved at any time, then these Terms and Conditions will not apply and you will instead be subject to the Walt Disney Travel Company Terms and Conditions available at https://www.disneytravelagents.com/content/sites++walt-disney-world++packages++2024-packages++disney-resort-hotel-package++disney-resort-hotel-package.
- A maximum of 50 rooms may be reserved, subject to availability. Once we receive the required deposits and all guests' full, legal names (including children) for your rooms, you may request to add additional rooms subject to availability.
- Reservations must be booked a minimum of 5 business days prior to guest arrival except that certain Disney Resort Hotel packages may be booked up to 1 business day prior to guest arrival. Reservations are not accepted until confirmed by a confirmation number.
- If any portion of the package is fulfilled by a third party travel supplier (such as a hotel operated by a third party), by booking the package, you understand that Disney may provide guest personal information to the supplier for its independent use to fulfill the reservation.

Reservation Information

- All guests' full, legal names (including children) must be submitted at least 45 days prior to guest arrival; provided that, for packages including a special offer, deal, discount or other promotion, all guests' full, legal names (including children) must be submitted before the end of the booking period for such special offer, deal, discount or other promotion or at least 30 days prior to guest arrival, whichever comes first.
- Children's ages are also required at the time the reservation is made.
- Name changes are permitted up to one (1) day before arrival as long as the lead name on the reservation remains the same. Reservations and package components are nontransferable.

Deposit and Payment Procedures

- **For reservations made 31 days or more prior to guest arrival:**
  - If individuals will make their room reservations with us by phone, a deposit of $200 per reservation will be due and must be received by **Walt Disney Travel Co., LLC** ("Disney") within 3 days of booking the reservation or the reservation will automatically be cancelled.
  - If you will provide us with a rooming list (using a rooming list template that we provide to you), a deposit of $200 per reservation will be due and must be received by **Walt Disney Travel Co., LLC** within 7 days of booking the reservation or the reservation will automatically be cancelled
- The total price of travel protection plan is also due at the time the plan is requested. For reservations that include runDisney race registrations, the cost of such race registrations is due at the time of booking. **Payment in full is due to Walt Disney Travel Co., LLC 30 days prior to guest arrival.**
- **For reservations made 30 days or less prior to guest arrival**, payment in full is due to **Walt Disney Travel Co., LLC** at time the reservation is made.
- Payment may be made with a valid payment card, check, money order, bank wire transfer or ACH. Please see invoice for instructions on how to send payment.

Cancellation and Refunds

- **For cancellations made 30 days or more prior to guest arrival**, amounts paid, minus cancellation fees assessed by third party hotels or other suppliers, non-refundable runDisney race registrations, non-refundable travel protection plan costs, and other amounts owed, will be refunded.
- **For cancellations made 2 days to 29 days prior to guest arrival**, amounts paid**,** minus a cancellation fee of $200.00 per package and minus any cancellation fees assessed by third party hotels or other suppliers, non-refundable runDisney race registrations, non-refundable travel protection plan costs and other amounts owed**,** will be refunded.
- **For cancellations made 1 day or less prior to guest arrival or for no-shows**, the full price of the package is non-refundable.
- No refunds are given for cancellation of any personalized products or experiences.
- No refunds will be made for early departure from hotel and for unused or partially used admission tickets, options or features, including meals.
- Any refunds allowed by Disney in its sole discretion after arrival must be requested in writing within 90 days after departure and may be assessed a $25 processing fee.
- Disney reserves the right to make refunds in accordance with the method that payment was received. All appropriate refunds will be made through the guest's travel agent if payment was made by the travel agent. Disney is not responsible for the receipt of refunded monies by guests from their travel agents.

Change Fees and Changes to Reservations Made Prior to Guest Arrival

- **Changes to Reservation** – Changes to reservation, including but not limited to change in travel dates, length of stay, party size or hotel accommodations, are subject to availability and the prices applicable at the time the change is requested and guest is responsible for paying any increase in price resulting from the change. In addition, changes made 30 days or less prior to guest arrival are also subject to a change fee of $50 per package plus any change fees assessed by third party hotels or other suppliers.
- If changes are made to the package including, but not limited to, changes to travel dates, package is subject to the Terms and Conditions applicable to packages at the time the change to the reservation is made and, in the case of changes to travel dates, pricing applicable to the new travel dates.
- Hotels and/or suppliers do not permit changes in certain situations.
- Disney reserves the right to restrict changes to any reservation.

Travel Protection Plan

- If guest has purchased a travel protection plan, the cost is refundable within 14 days (30 days for residents of Utah) after the date the plan is added to the package as long as guest has not filed a claim or has not departed on the trip. Please see the Certificate of Insurance for your state of residency for details on refunds and terms, conditions and exclusions at www.affinitytravelcert.com/docs/DSP01.

Travel Documents

- For guests with an address in the U.S. who make their reservation 11 days or more prior to guest arrival, travel documents (such as vouchers, Magical Extras entitlements and other fulfillment cards) will either be sent by mail or email prior to arrival, subject to receipt of final package payment in full.
- All other guests, including those residing outside the U.S., will receive vouchers, Magical Extras entitlements and other fulfillment cards at the guest's hotel.
- Additional fees may be charged for the replacement of any lost or misplaced travel documents.
- For third party hotel packages, Guests can pick up Disney theme park attraction tickets and certain other fulfillment cards at the guest's hotel.
- Guests with Disney Resort Hotel packages may have entitlements linked to an account they create online ("Disney account") and ticket and other entitlements will be fulfilled via your radio frequency card, or if you have purchased a MagicBand and linked it to your reservation, your MagicBand.
- Title to the documents, including any radio frequency devices, passes in Lake Buena Vista, Florida upon delivery of the documents to the shipper or the mailing of the documents. Recipient is responsible for any duty or custom charges or expenses. Persons who are requesting documents to be shipped to friends or family members outside the USA should so note. Vouchers, if applicable, must be presented at time of use.

Attractions, Tickets and Features

- Parks, restaurants, attractions, recreation, entertainment, and other products, services, experiences, offerings or items are subject to change without notice, cancellation, and may close or be limited for any reason, including due to rehabilitation, refurbishing, capacity, seasonal considerations, inclement weather, government or other authority

guidance or order, pandemic-related restrictions or special events and may otherwise change or be discontinued without notice and without liability to the owners of the *Walt Disney World*® Resort. Ticket media is not valid for special or premium events or other activities which are separately priced. Admission entitlements are non-transferrable, not for resale, and must be used by the same person on any and all days. Age restrictions apply for access to certain facilities. Guests must be 21 years of age or older with valid proof of age to redeem alcohol entitlements.

- Features for all packages are subject to change and may be based on features available on date of guest arrival, not those in effect at time the package reservation is made.
- Costs for parking (self and valet) at certain locations, incidentals, gratuities, child care and any other items not specifically listed as part of the package components are not included in the package price.
- Guests may be required to have a park reservation in addition to valid admission to visit a park. Park reservations are non-transferrable and void if transferred or sold.

General Conditions and Responsibility

- Disney, its directors, officers, employees, subcontractors, agents and representatives, shall at no time be liable or responsible in any way whatsoever for any loss, injury, or damage caused or arising in connection with any transportation, hotel or other services or products of third parties provided through Disney, or as a result of acts of God, acts of Government or other authorities, pandemic or other health and safety circumstance, wars, civil disturbances, hijacks, thefts, or any circumstance beyond its control. Disney reserves the right to accept, retain, decline or cancel any reservation, any feature or component of the package or any guest as a participant in its packages at any time and for any reason, including but not limited to, a mistake or error in price or description of the package or a feature or component of the package, or where it appears that a guest has engaged in fraudulent or misleading activity in making the reservation. If a reservation, package, or a feature or component of a package is cancelled by Disney, Disney shall have no responsibility beyond the refund of monies paid related to the cancellation of that portion that was cancelled by Disney. The terms and conditions of any transportation services provided by car rental agencies shall be as represented by those third parties. Terms and conditions are subject to change by Disney without notice. If these Terms and Conditions contain any provisions construed to be unenforceable or unlawful by a court of competent jurisdiction, the same shall be deemed modified to conform to applicable law, or if this would cause an unreasonable result, such provision shall be stricken from these Terms and Conditions without affecting the binding force and effect of any of its other provisions. The failure of Disney to insist upon the strict performance of any of these Terms and Conditions shall not be deemed a waiver of any rights or remedies that Disney may have and shall not be deemed a waiver of any subsequent breach with respect to any such Terms and Conditions.
- By entering Walt Disney World Resort, guests are confirming that guest and all persons in their party: (i) are not experiencing any of the following symptoms of COVID-19 identified by the Centers for Disease Control and Prevention at CDC.gov, including: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, diarrhea; (ii) have not been in contact with someone with confirmed or suspected COVID-19 symptoms without completing a 14-day quarantine; and (iii) are not under any self-quarantine orders. Guests who cannot confirm all of the above criteria must not enter Walt Disney World Resort. If at any point during their visit, a Guest does not meet all of the above criteria, they and their traveling party will be required to isolate and may be relocated or asked to leave the property.
- Products and services are intended for use in the U.S. only.

Venue

- **All sales of packages take place in and are consummated in the State of Florida. Any claim, action or lawsuit (collectively, "Action") arising out of these Terms and Conditions, reservations and bookings, and/or all packages, products and services provided in connection with the reservations and bookings, including without limitation, components such as tickets, park admissions, packages, photo media, radio frequency devices and room accommodations must be filed and maintained exclusively in any court in Orange County, Florida having subject matter jurisdiction; provided that the COVID-19 and Other Communicable/Infectious Disease Provision, shall be subject to its own terms and conditions, including venue, set forth below.**

Resort Check-In/Check-Out

- Check-in time is generally between 3 and 4 p.m. (some hotels have check-in after 4 p.m.), and check-out time is usually between 11 a.m. and 12 noon.
- Guest must be 18 years of age or older to check in.

Room Location and Information

- Adjacent rooms, connecting rooms or specific room location and types of rooms or bedding are on a "request basis only" and are subject to availability at the time of check-in. These requests for specific room type or location may result in additional charges to be paid directly to the hotel.
- Disney owned and operated resort hotels and Disney Vacation Club resorts are smoke free environments. Smoking is allowed in designated outdoor smoking locations only. A room recovery fee will be charged for smoking in guest rooms, on balconies or on patios.
- Please be advised that at Disney owned and operated hotels, notwithstanding your use of a sign on your door, a request by you to forgo housekeeping services or any other request made by you, the hotel and its staff reserve the right to enter your room for any purpose including, but not limited to, performing maintenance and repairs or checking on the safety and security of guests and property. The hotel staff will give reasonable notice prior to entry by knocking and announcing the intent to enter the room.
- Disney reserves the right to accommodate Guests to a comparable or upgraded hotel in Disney's discretion.
- The maximum continuous stay for any guest at any single Disney Resort hotel, including campground locations, is 30 days. A guest wishing to rebook a stay in the same hotel after an initial 30 day stay (whether done through one or multiple reservations), cannot book another stay at the same hotel for a period of 28 days after the initial stay. Disney reserves the right to decline, accept, retain or cancel any reservation or any guest, subject to applicable law, at any time and for any reason, including but not limited to, a mistake or error in price or description of the hotel, or where it appears that a guest has engaged in fraudulent or misleading activity in making the reservation.

Guests with Disabilities

- For Guests with disabilities who require accessible accommodations, specific information and assistance can be requested through Disney regarding accessible room availability, bedding options, amenities, restrictions, and advance reservation notice requirements. Disney will also contact its third party hotel provider(s) on a Guest's behalf as necessary. All accommodations are subject to availability.

Car Rental

- Renter must be at least 21 years of age, a per day underage fee will apply for renters 21-24 years of age and will be assessed at the rental counter. Renter must present a valid driver's license (Renters who are non-residents of Canada and the United States must also present a passport in the Renter's name) and a major credit card in his or her name; other standard rental qualifications may apply. Cash customers are required to leave a deposit and must meet current standard cash qualification requirements. Car must be rented for a minimum of one 24-hour period. Car rental includes unlimited mileage, concession recoupment fee, license recoupment fee and Florida surcharge for the dates noted on the itinerary. Drop-off charges and any applicable taxes or surcharges may apply if the vehicle is returned outside the State of Florida and drop-off charges and any applicable taxes or surcharges may also apply if the vehicle is returned in Key West. Drop-off charge is payable at the time of rental. Child restraint seats must be used for children as required by applicable law. Child restraint seats must be requested at the time the reservation is made and will result in an additional charge. Seat belts should be used by all passengers. Additional hours, days, or weeks, additional driver fees, child restraint seats, collision damage waiver, extended protection and Carefree Personal Protection, optional supplemental liability insurance, optional personal accident insurance, optional personal effects coverage, refueling, service, tolls and any other charges are not included. Local rental requirements and standard Disney Tour rental qualifications apply. Additional cleaning fees may apply if vehicle is returned in a condition where it needs to be extensively cleaned and deodorized due to smoking. Renters must remove valuables and lock doors before the vehicle is left unattended. Other terms and conditions may apply.

Air Portion of Reservation (If Applicable)

- If air transportation has been previously ticketed and is being rebooked through Disney for different travel dates, such air transportation is subject to the Walt Disney Travel Company Terms and Conditions that were applicable at the time of the original purchase and all applicable airline terms and requirements.

Memory Maker

- If Memory Maker has been purchased as part of the package please visit https://disneyworld.disney.go.com/photopass for details, restrictions and conditions.

California Travel Consumer Restitution Fund

- For purchases from within California: WDTC is a participant in the California Travel Consumer Restitution Fund (the "Fund"). This transaction is covered by the Fund if the passenger, or the person making payment for the passenger,

is located in California at the time of sale. The passenger, or the person making payment for the passenger, located in California at the time of sale may file a claim with the Fund if the claimant is owed a refund of more than $50 for transportation or travel services as a result of a Fund participant's bankruptcy, insolvency, cessation of operations, or material failure to provide the transportation or travel services purchased. The maximum amount a claimant may recover from the Fund is $15,000, not to exceed the amount paid to the Fund participant by or on behalf of the claimant for the transportation or travel services. A claim must be submitted to the Fund within one (1) year after the scheduled completion date of travel. A claim must include certain required information and a $35 processing fee. Claimants must agree to waive their rights to bring any action at law or equity that is against the Fund participant and arises from the transaction that is the subject of the claim. Claim forms may be requested by writing to: Travel Consumer Restitution Corporation, P.O. Box 6001, Larkspur, CA 94977-6001; or by visiting www.tcrcinfo.org.

- For purchases from outside of California: This transaction is not covered by the California Travel Consumer Restitution Fund.

United States Tour Operators Association $1 Million Travelers Assistance Program

- WDTC is a participant in the United States Tour Operators Association ("USTOA") $1 Million Travelers Assistance Program (the "Plan"). The Plan protects consumers for up to $1,000,000 in the aggregate from loss of deposits and payments for tours or vacation packages in the event of a Plan participant's bankruptcy, insolvency or cessation of business or the material failure to complete performance of a tour or vacation package. A claim can be filed when a Plan participant declares bankruptcy, becomes insolvent or ceases business, or one hundred twenty (120) days following the failure of a Plan participant to refund a payment or deposit after a cancellation or material failure to complete performance of a tour or vacation package. The Plan covers tours or vacation packages purchased up to seven (7) days following official notification to USTOA of a Plan participant's bankruptcy, insolvency or cessation of business. The Plan may not cover all losses. Claims must be filed no later than ninety (90) days after the bankruptcy, insolvency, cessation of business or failure to refund on account of cancellation or non-performance, as the case may be. Claim forms may be obtained at www.ustoa.com; or from the USTOA Executive Office located at 345 Seventh Ave., Suite 1801, New York, NY 10001; or by calling the USTOA at (212) 599-6599; or via e-mail to ustoaclaims@ustoa.com.

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), by making a park, resort, and/or hotel reservation(s) and/or by participating in a tour(s), meeting(s) and/or event(s), and in consideration thereof, and in consideration for being able to visit and/or participate in attractions, transportation, activities, tours, meetings and events 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 or who accompanies me to a tour, meeting or event, 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, activities, tours, meetings and events 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, activities, tours, meetings and events 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 or who accompanies me to a tour, meeting or event 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, activities, tours, meetings and events 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, or who accompanies me to a tour, meeting or event, arising out of or in any way relating to my purchase of an admission ticket(s) or pass(es), my making of a reservation(s), and/or my participation in a tour(s), meeting(s) or event(s) and subsequent visit to and/or participation in attractions, transportation, activities, tours, meetings and events 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, activities, tours, meetings and events 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, activities, tours, meetings and events 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, activities, tours, meetings and events 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), the making of a reservation(s) and/or the participation in a tour(s), meeting(s) and/or event(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; Disney Business Productions, 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.

Severability/Partial Invalidity

- If any provision or part thereof of this 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 this COVID-19 and Other Communicable/Infectious Disease Provision without affecting the binding force or effect of any other part or provision.

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, ACTIVITIES, TOURS, MEETINGS AND EVENTS 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 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.

For specific questions about the *Walt Disney World*® Resort (Theme Park operating hours, special events, services for guests with disabilities, etc.), please call:
407-WDISNEY (934-7639) (voice)
407-827-5141 (TTY)
or log on to www.disneyworld.com

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