

2022 Walt Disney World Room Only Terms and Conditions

Room Only Terms & 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.**

DEPOSIT REQUIREMENTS: A deposit must be received at time of booking or the reservation will be automatically cancelled. **Walt Disney World room only Cancellation Policy:** In order to receive a refund of your deposit, notification of cancellation must be received at least 5 days prior to your arrival date. To cancel or modify a reservation, call (407) 934-7639[†] or you can cancel or make changes to many reservations online by visiting DisneyWorld.com/MyTrip and signing in to your Disney account. If your reservation can be cancelled or changed online, it will have a Cancel or Modify Reservation link next to it. Just select the link to start the cancellation or change process. If you don't see the Cancel or Modify Reservation link, please contact us at (407) W-DISNEY (407-934-7639). Additionally, if you are holding any other types of reservations, such as dining, those reservations will not be cancelled unless you cancel them or advise us to cancel them. **CHANGES TO RESERVATIONS:** Changes to reservation, including but not limited to change in travel dates, length of stay or hotel accommodations, are subject to availability and the rates applicable at the time the change is made and guest is responsible for paying any increase in price resulting from the change. **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 between 11 a.m. and 12 noon. Check-in delays may occur during peak check-in periods. 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 a specific room type or location may result in additional charges to be paid directly to the hotel.

Disney Resort Hotels 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 Resort 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 Disney Resort 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. **ROOM RATES:** Room rates are guaranteed as long as guest's room reservation is not changed, except that Disney reserves the right to charge additional amounts due to changes in applicable tax rates or other governmental requirements.

Disney reserves the right to cancel or modify a room reservation (including after the room reservation has been confirmed) if the room reservation includes or resulted from a mistake or error of any kind, including but not limited to, a mistake or error in the rate, resort or room type, or where it appears that a guest has engaged in fraudulent or misleading activity in making the room reservation. **NON-TRANSFERABLE:** Room reservations are not transferable and reservation name changes are not permitted.

OTHER TERMS:

- All rates are in U.S. dollars.
- Additional adult charges may apply for more than two adults per room.
- Final payment is due on the day of arrival.
- Room reservations do not guarantee park reservations.
- Reservations may only be made and are only guaranteed for a length of stay of no more than 30 days. 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. If a reservation is cancelled by Disney, Disney shall have no responsibility beyond the refund of monies paid related to the cancellation.
- All sales of room accommodations 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 rooms accommodations, products and services provided in connection with the reservations and bookings,

including without limitation, photo media, and radio frequency devices 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.

- All terms and conditions, including but not limited to deposit requirements and cancellation and refund policies, are subject to change by Disney without notice.
- 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. 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.
- 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](https://www.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.

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, 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](https://www.cdc.gov) ("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 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.

Disney Destinations LLC
P.O. Box 1000
Lake Buena Vista, Florida 32830

Please do not send payments to this address.

*If you are under 18 years of age, you must have your parent or guardian's permission to dial this number.