**2025 Disneyland Package**

2025 Package Booking Terms & Conditions

**Please be advised that in the event any changes are made to the reservation, including, without limitation, changes in travel dates, updated Terms and Conditions may apply to the modified reservation. PLEASE READ CAREFULLY. THESE TERMS AND 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.**

*2025 WDTC DISNEYLAND® RESORT PACKAGE BOOKING TERMS AND CONDITIONS*

**Effective for arrivals through December 31, 2025**

**Prices**

* All prices are in U.S. dollars and are subject to change until package is paid in full. 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 reservation must purchase the same ticket options.** Additional adult charges may apply for more than two adults per room. **Package prices are all-inclusive and cannot be broken down into individual component pricing.**
* **Costs not included in the package price:** parking (self and valet), incidentals (e.g., room service, movies, games, honor bar), gratuities, laundry, long distance telephone calls, child care, activities, beverages, meals, sundries, sightseeing or any other items or services not included as a component or feature of the package.

**Booking Procedures**

* Advance reservations for packages are accepted up to two business days prior to arrival date. (Saturday, Sunday and U.S. legal holidays are not considered business days.) Advance reservation requirements may be more restrictive for international addresses. 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 reservation is made.
* Reservations are not accepted until confirmed by a confirmation number.
* Reservations may only be made and are only guaranteed for a length of stay of less than 30 days.
* If any portion of the package is fulfilled by a third party travel supplier (such as a car rental agency or hotel operated by a third party), by booking the package, you understand that WDTC may provide Guest personal information to the supplier for its independent use to fulfill the reservation.

**Reservation Information**

* All Guests' full, legal names (including, without limitation, children) are required at the time the reservation is made. Children's ages are also required at the time the reservation is made.
* Name changes are not permitted; reservations and package components are nontransferable.

**Deposit and Payment Procedures**

* **For reservations made 31 days or more prior to Guest arrival,** a deposit of $200 per reservation will be due and must be received by **Walt Disney Travel Co., LLC ("WDTC”)** within 3 days of booking the reservation or the reservation will automatically be cancelled. For reservations that include a travel protection plan, the total price of the plan is also due at the time the plan is requested. **Payment in full is due to WDTC 30 days prior to Guest arrival.** Travel ePackages and other travel documents will not be issued until final payment is received. WDTC reserves the right to cancel a reservation without notice when deposit or final payment is not received by the due date.
* **For reservations made 30 days or less prior to Guest arrival,** payment in full is due to WDTC at the time the reservation is made or the reservation will not be confirmed.
* WDTC accepts payment via credit and debit cards, check, money order, bank wire transfer, or other select payment methods; please call 714-520-5050 for payment details.

**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 travel protection plan costs, and other amounts owed) will be refunded, subject to the 24-Hour Booking Policy set forth below.
* **For cancellations made 4 days to 29 days prior to Guest arrival,** amounts paid (minus a cancellation fee of $200 per package and minus any cancellation fees assessed by third party hotels or other suppliers, non-refundable travel protection plan costs, and other amounts owed) will be refunded, subject to the 24-Hour Booking Policy set forth below.
* **For cancellations made 3 days or less prior to Guest arrival or for no-shows,** the full price of the package (including Disneyland® Resort admission tickets and all other components of the package) is non-refundable, subject to the 24-Hour Booking Policy set forth below.
* Package reservation is fully refundable within 24 hours of booking, if booked 72 hours or more prior to posted check-in time (the “24-Hour Booking Policy”).
* No refunds will be made for early departure from hotel or for unused or partially used admission tickets, options, components, or features.
* Any refunds allowed by WDTC in its sole discretion after arrival must be requested in writing within 90 days after departure and may be assessed a $50 processing fee. WDTC 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. WDTC is not responsible for the receipt of refund monies by Guests from their travel agents.

**Promotions and Online Bookings**

* Promotional and online bookings may have terms and conditions for payment procedures or change or cancellation fees that are different than those outlined above.

**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 and 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](https://www.affinitytravelcert.com/docs/DSP01). By clicking this link, you will leave the Disneyland website and different terms of use and privacy policy will apply.

**Change Fees and Changes to Reservations Made Prior to Guest Arrival**

* Changes to reservation including, without limitation, change in travel dates, length of stay or hotel accommodations, are subject to availability 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 less than 30 days prior to Guest arrival are also subject to any change fees assessed by third party hotels or other suppliers. No changes may be made to the Travel ePackage, including, without limitation, Disneyland® Resort admission tickets, 3 days or less prior to Guest arrival.
* If changes are made to the reservation, including, without limitation, changes to travel dates, the package will be subject to the Terms and Conditions applicable to packages at the time the change to the reservation is made, and pricing applicable to the new travel dates or other package modifications will apply.
* Hotels/suppliers do not permit changes in certain situations.
* WDTC reserves the right to restrict changes to any reservation.
* Guests may cancel or modify an existing reservation online through their linked MyDisney account or by calling (714) 520-5050 (please note that some modifications cannot be made online).

**Travel ePackage**

* To access the Travel ePackage, Guest must create or log into Guest’s MyDisney account and check that Guest’s reservations have been linked to the account. If not linked, Guest must follow instructions to link Guest’s reservations to the account. For all reservations paid in full, the Travel ePackage containing *Disneyland*® Resort admission tickets, travel itinerary and digital vouchers for Magical Extras will be delivered electronically to Guest’s linked MyDisney account 3 days prior to Guest arrival. Guest’s confirmation email will also contain a link to access the Travel ePackage.
* Additional components of the package (such as third party tickets, vouchers or certain fulfillment cards, if applicable) are subject to their own delivery requirements, which will be reviewed at time of purchase, and are subject to change.
* WDTC is not responsible for damaged, lost or stolen package components. All travel components are issued subject to the terms and conditions specified by the service provider. Additional fees will be charged for the replacement of any damaged, lost or misplaced travel components.

**Attractions, Tickets, Components and Features**

* Theme park attendance will be managed through a new park reservation system. To enter a park on a particular day, both a park reservation for that day and a ticket valid for park admission on that day are required for Guests (ages 3 and older). Guests should check park availability prior to purchase. Theme parks will be limited in capacity, and park reservations are limited in number; subject to the availability of park reservations allocated to park tickets as determined by Disney, and theme park capacity; and are not guaranteed. It is recommended that Guests make their theme park reservation immediately after purchasing their package (or, if applicable, as soon as the booking window opens after purchasing their package). Availability can change until the park reservation is confirmed. Staying at a Disneyland® Resort hotel or a Good Neighbor Hotel does not guarantee a park reservation. To accommodate as many types of guests as possible, park reservations for select dates may be made available on a rolling basis. Check for updated availability. Guests with DISNEYLAND® RESORT multi-day tickets must make a park reservation for each date of their visit. Guests with DISNEYLAND® RESORT PARK HOPPER® multi-day tickets must make a park reservation for the first theme park they wish to visit to begin their day; then they can cross over and switch between parks on the same day after 11:00 AM (subject to availability). After 11:00 AM, Guests with DISNEYLAND® RESORT PARK HOPPER® multi-day tickets who have a park reservation for both parks and who have not entered any park yet, may enter either park despite the first park that is designated in their park reservation. Guests should check for updated park operating hours and Park Hopper® hours, as they could change, depending on the day and park. At this time a park reservation is not required after the first park, however, reservation requirements are subject to change. The ability to visit the other park will be subject to that park's capacity limitations, operational hours, closures and other restrictions, and is not guaranteed.
* Each *DISNEYLAND®* RESORT *PARK HOPPER®* multi-day ticket, with applicable park reservation, is valid for admission for one Guest to both *Disneyland®* Park and *Disney California Adventure®* Park for the number of days listed on the ticket, including visits to both theme parks on the same day. Each DISNEYLAND® RESORT 1-PARK PER DAY multi-day ticket, with applicable park reservation, is valid for admission for one Guest to either *Disneyland®* Park or Disney California Adventure® Park for the number of days listed on the ticket, and is not valid for visits to both theme parks on the same day. Each day of use constitutes one full day of use. All non-promotional *Disneyland®* Resort multi-day theme park tickets expire 13 days after first use or January 12, 2026, whichever occurs first. The package, and all components of the package (including *Disneyland®* Resort admission tickets), are non-refundable 3 days or less prior to Guest arrival, subject to the 24-Hour Booking Policy set forth above. *Disneyland®* Resort admission tickets may not be sold or transferred for a commercial purpose. Admission entitlements are non-transferable and must be used by the same person on any and all days. No refund or credit will be given for the non-use of any portion of a ticket’s entitlements. Admission to a park is subject to operational hours, closures and other restrictions, and a ticket does not guarantee park entry, even on dates when a ticket is not blocked out.
* Parks, restaurants, attractions, entertainment, experiences, offerings, and other products, services or items are not guaranteed; may be modified, limited in capacity or availability; are subject to change, discontinuation or cancellation; and may close temporarily for any reason including, without limitation, due to rehabilitation, refurbishing, capacity, seasonal considerations, inclement weather, government or other authority guidance or order, pandemic-related restrictions, special events, or labor disruptions, all without notice and without liability to the owners of the *Disneyland®* Resort. Ticket media is not valid for admission to special or premium events or other activities that are separately priced or not open to the general public. Other restrictions may apply. Age restrictions may apply for access to certain facilities.

**Package Concerns**

* Any concerns or requests regarding your WDTC travel package must be submitted in writing to Walt Disney Travel Co., LLC, 190 Center Street Promenade, Anaheim, CA 92805-4180, with attention to Guest Communications, or by email to WDTC.Guest.Communications@disneyonline.com within 90 days after travel has been completed.

**General Conditions and Responsibility**

* WDTC, its parent companies, affiliates, 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 WDTC, 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. WDTC 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. In addition, WDTC reserves the right to cancel or modify a reservation including, without limitation, the price, at any time prior to Guest check-in if the reservation includes or was made as the result of a mistake or error of any kind, including, without limitation, a mistake or error in price or description of the package or package components or features, 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 WDTC, WDTC shall have no responsibility beyond the refund of monies paid to WDTC related to the cancellation of that portion that was cancelled by WDTC. The terms and conditions of any transportation services provided by car rental agencies or other third parties shall be as represented by those third parties. Terms and conditions are subject to change by WDTC 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.

**Venue**

* **All sales of packages take place in and are consummated in the State of California. 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, and room accommodations must be filed and maintained exclusively in any court in Orange County, California 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**

* Standard check-in time is 4 p.m. and check-out is 11 a.m., but may vary by hotel. During peak periods, check-in may be delayed. Hotel may require a credit card imprint, cash deposit and/or a valid credit or debit card upon check-in to cover room charges and incidental expenses. For the *Disneyland*® Resort hotels (the “DLR Hotels”), a valid credit or debit card will be required upon check-in to cover room charges and incidental expenses; no cash deposit will be accepted.
* Guests will be required to show a valid government issued photo ID at check-in. The government-issued photo ID may be required to match the name that was used on the reservation confirmation.

**Unaccompanied Minors**

* Unaccompanied minors may check in under certain circumstances. Please contact WDTC at 714-520-5082 for requirements and information.

**Room Location and Information**

* Adjacent rooms, connecting rooms, non-smoking 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. Maximum occupancy is a combination of adults and children per room using existing bedding and varies by hotel and room type. Extra bedding may be requested at time of reservation or hotel check-in and is subject to availability; a fee plus tax may apply and is payable directly to the hotel at the time of check-out. (Extra bedding types vary by property and are defined as a rollaway, daybed, chair-bed, or sofa bed.) Some hotels including, without limitation, the DLR Hotels and *Disney Vacation Club*® Resort hotels are smoke free environments. A room recovery fee will be charged for smoking in Guest rooms and villas, on balconies or on patios. Pets are not permitted with the exception of service animals.

**Guests with Disabilities**

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

**“Right of Entry” Policy at Disneyland® Resort Hotels**

* As to DLR Hotels, please be advised that notwithstanding Guest’s use of a sign on Guest’s door, a request by Guest to forgo housekeeping services or any other request made by Guest, DLR Hotels and their staff reserve the right to enter Guest’s room for any purposes including, without limitation, performing maintenance and repairs or checking on the safety and security of Guests and property. The staff at DLR Hotels will give reasonable notice prior to entry by knocking and announcing the intent to enter the room.

**Car Rental**

* Renter must be at least 21 years of age. Additional surcharges apply to renters 21-24 years of age and will be assessed at the rental location. Renters must present a valid driver's license with an acceptable 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, airport fees, local surcharges and state/local taxes. Additional daily and hourly rate charges, additional driver's fee, Damage Waiver, gasoline, optional refueling service and any other charges are extra. California State Law requires child restraint seats for children under 8 years old or 4'9". Child restraint seats must be requested at the time of booking for an additional charge payable at the rental location. Seat belts are required to be used by all passengers. There are no drop-off charges for rentals picked up and returned within the State of California. A drop-off charge may be added to rentals picked up in California and returned outside the state, depending on the car class. Drop-off charges are payable at the time of rental at the car rental counter. Vehicles may not be driven into Mexico. Other terms and conditions may apply.

**Shuttle Transportation**

* California law generally requires all children under the age of 8 be secured in a child safety seat. Guest must provide and install their own child safety seat. Child seats are not provided by the transportation company. Children (including infants) are not allowed to sit on the lap of another passenger. All children under 16 must be accompanied by an adult. Further details may be found at: <https://www.chp.ca.gov/Programs-Services/Programs/Child-Safety-Seats>
* Flight information and cell phone number are required for shuttle transportation booking. Transportation is based on reservation and it is Guest’s responsibility to ensure required information is received by WDTC at least 30 days prior to travel. For any reservations made less than 30 days prior to arrival, flight information and cell phone number must be provided on day of booking.

***Lightning Lane* Multi Pass Service**

* If *Lightning Lane* Multi Pass service has been purchased with a ticket, the following terms and conditions shall apply:
	+ Non-transferable, and revocable, and may not be redeemed for cash in whole or in part.
	+ *Lightning Lane* Multi Pass attractions and experiences (collectively, "experiences") and arrival windows are limited, and subject to availability and change, downtime, delay or closure without notice or liability, and entrance to an experience is not guaranteed. Experiences may vary by date, are subject to change, and may not be available at all on the date of visit or at the time you make a selection. Availability of experiences can change throughout the day. Disney reserves the right to modify, re-schedule, re-assign or cancel any experience selection in the event of a change in operating hours, experience downtime or closure, or park closure.
	+ Guests are responsible for reviewing all attraction restrictions and advisories, including height requirements, health and safety advisories and accessibility guidelines, prior to purchase. Some experiences and attractions may not be appropriate for some guests with health conditions.
	+ Wait times are estimates generated using a variety of factors. Wait time estimates can vary significantly from the wait time you may experience, and are subject to frequent changes within each day due to a variety of factors such as attendance, guest interest, weather, and attraction downtimes. Because Disney cannot guarantee the accuracy of these wait time estimates you should not rely on them when making purchase decisions.
	+ Guests may make the first *Lightning Lane* Multi Pass experience selection upon theme park entry on the date of visit and may only select the next available arrival window for an experience, one experience at a time. Guests may not select the same experience more than once per day, and experience and arrival window selections are limited and subject to availability. Disney PhotoPass Lenses and Disney PhotoPass service may be limited, and are subject to restrictions and the Disney PhotoPass Terms & Conditions and expiration policy ([https://disneyland.disney.go.com/photopass-terms-conditions/)](https://disneyland.disney.go.com/photopass-terms-conditions/%29).
	+ A MyDisney account and eligible mobile device are required for day-of purchases of the *Lightning Lane* Multi Pass service, and to make experience selections and to redeem other features on the day of visit in the English language only Disneyland app.
	+ Valid admission and theme park reservation for the same park and same date are required for the day that the *Lightning Lane* Multi Pass selections are redeemed. The *Lightning Lane* Multi Pass entitlement is not valid for admission to any theme park.
	+ The valid theme park admission associated with your MyDisney account and used to make your *Lightning Lane* Multi Pass service purchase and experience selections must be the same theme park admission that you use for park entry on the day the experience selections are redeemed.
	+ Each experience selection allows one (1) guest to enter the experience using the *Lightning Lane* entrance, or other Disney designated entrance, once on the date of redemption during regular park hours and during the selected arrival window only. Guests may not enter before or after the arrival window, and the experience selection expires at the end of the arrival window.
	+ All *Lightning Lane* Multi Pass entitlements expire at the end of the day for which they were purchased.
	+ Other restrictions and rules may apply. *Lightning Lane* Multi Pass entitlements and experience selections may not be transferred, substituted, or sold or bartered, and are voidable upon transfer or sale. Disney reserves the right to restrict or eliminate the ability to make purchases or experience selections without liability if these terms are violated.
	+ Price, terms, features and entitlements are subject to restrictions, and change or cancellation without notice.
	+ Products and services are intended for use in the U.S. only.

**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](https://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](https://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.

**TERMS AND CONDITIONS APPLICABLE TO DISNEY REWARDS INSULATED COOLER BAG OFFER** (Disney® Premier Visa® Card, Disney® Visa® Card, Disney® Visa® Debit Card and Disney Rewards Redemption Card): Disney Rewards Insulated Cooler Bag limited to one per vacation package, while supplies last. Must use a valid Disney Visa Card and/or Disney Rewards Redemption Card for package purchase. Must purchase a vacation package with a stay at a Disneyland® Resort hotel or a nearby Good Neighbor Hotel with a Disneyland® Resort Theme Park eTicket for 2-5 days (depending on package selection) for each person on the reservation through Walt Disney Travel Company; must purchase the Disney Rewards Vacation Package by calling 1-866-844-9382. Benefits do not apply to room only reservations, and are not available through Disneyland.com. Non-promotional Disneyland® Resort Theme Park multi-day tickets expire 13 days after first use and each day of use of a ticket constitutes one full day of use. Guests will be required to have a Theme Park reservation in addition to a valid ticket to visit a Theme Park. Park reservations are limited and subject to availability, and a Hotel reservation does not guarantee Park admission. Offer subject to availability, not valid for previously booked packages, and advance reservations required. Package elements and information subject to restrictions, including Walt Disney Travel Company terms and conditions and Theme Park ticket terms and conditions, and change without notice. Offer valid only at the Disneyland® Resort.

Offer made by Disney. JPMorgan Chase Bank, N.A. and its affiliates are not affiliates of Disney and are not responsible for offer fulfillment.

**TERMS AND CONDITIONS APPLICABLE TO DISNEY REWARDS SPECIAL VACATION FINANCING OFFER** (Disney® Premier Visa® Card and Disney® Visa® Card): Get special vacation financing on select Disney Resort packages, all Adventures by Disney® packages, National Geographic Expeditions, all AULANI, A Disney Resort & Spa, Ko Olina, Hawai‘i vacation packages, and all Disney Cruise Line packages (collectively, Disney Vacation Packages). Disney Vacation Packages must be booked by you through the Walt Disney Travel Company, Disney Cruise Line or Adventures by Disney Travel Services, Inc., online at Disney sites or through other eligible travel agents or sites, and charged to your Disney Visa Credit Card prior to commencement of your vacation. Other restrictions and exclusions apply. For complete details see your Cardmember Agreement.

Deposit and credit card products provided by JPMorgan Chase Bank, N.A. Member FDIC

**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) 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 Disneyland® Resort, I agree, understand, and acknowledge, on my own behalf and on behalf of any individual who uses a ticket 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 Disneyland® 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 Disneyland® 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 made a reservation or who uses a ticket 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 Disneyland® Resort.
* **Waiver On Behalf Of Minor Children:** For any minor child for whom I have bought a ticket or made a reservation or who uses a ticket or reservation purchased and/or made by me, I agree and acknowledge that I am the minor child’s natural and/or otherwise legal guardian and I am authorized to and do waive and release, in advance, any of the following that would accrue to the minor child: 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 the minor child’s visit to and/or participation in attractions, transportation, and activities at the Disneyland® Resort.
* **Third-Party Beneficiaries:** I acknowledge and agree that any individual for whom I have bought a ticket or made a reservation or who uses a ticket or reservation made by me is and is intended to be a third-party beneficiary of that ticket 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 or reservation made by me, arising out of or in any way relating to my purchase of an admission ticket(s) and/or my making of a reservation(s), and subsequent visit to and/or participation in attractions, transportation, and activities at the Disneyland® 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 Disneyland® 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 Disneyland® 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 Disneyland® Resort and/or presence on the Released Parties’ property arising out of the purchase of an admission ticket(s) 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 on which I agreed to this COVID-19 and Other Communicable/Infectious Disease Provision.
* **Released Parties:** The Released Parties are: Walt Disney Travel Co., LLC; 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.
* **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, AND ACTIVITIES AT THE DISNEYLAND® 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**](https://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 Orange County, California; provided, however, that if circumstances prevent me from traveling to Orange County, California, 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 Orange County, California 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 Orange County, California, 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 COVID-19 and Other Communicable/Infectious Disease Provision.

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 Superior Court of California, County of Orange (or if such Superior 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).

**Governing Law**

* These Terms and Conditions, including the COVID-19 and Other Communicable/Infectious Disease Provision, shall be governed by and construed in accordance with the laws of the State of California, without giving effect to any principles of conflicts of law.

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Reservation Office Hours (Pacific Time):
Sunday through Saturday 7 a.m. to 9 p.m.
Hours may vary seasonally.
714-520-5050

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