

WAIVER OF TRAVEL INSURANCE AND RELEASE OF LIABILITY

Legal Framework

This document is issued under Article 156(d) of Royal Legislative Decree 1/2007 of 16 November (Spain), which implements Directive (EU) 2015/2302 on package travel and linked travel arrangements.

For all purposes, this waiver and the travel contract are governed by Spanish law. Any dispute arising herefrom shall fall under the exclusive jurisdiction of the Courts of Marbella (Spain), unless otherwise agreed in writing.

1. Traveller Identification

Name: _____
Passport/ID: _____
Address: _____
Phone: _____
Email: _____

2. Declaration and Acknowledgment

The undersigned declares that:

- He/She has been duly informed by **KOA EXPERIENCE, S.L.** of the **optional travel insurance** covering trip cancellation, medical assistance, and repatriation in case of emergency.
 - He/She fully understands the **scope and benefits** of such coverage and the **potential risks** of travelling without it.
 - He/She has also been informed of the **applicable cancellation terms and penalties** as set out in the official travel documentation.
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3. Waiver and Release

By signing this document, the traveller:

- **Voluntarily declines** to purchase the travel insurance offered by KOA EXPERIENCE, S.L. because he/she already holds personal travel insurance covering medical assistance, repatriation, accidents, cancellations, and other incidents during travel.

- **Expressly waives any right** to claim compensation or liability from KOA EXPERIENCE, S.L., its employees, collaborators, or suppliers for any **illness, accident, hospitalization, loss or theft of luggage, delay, cancellation, weather condition, force majeure**, or other unforeseen event.
 - **Acknowledges and accepts** that KOA EXPERIENCE, S.L. bears **no responsibility** if his/her personal insurance fails to respond, provides limited coverage, or is not activated properly.
 - **Confirms** that KOA EXPERIENCE, S.L. has complied with all **pre-contractual information duties** required by Spanish and EU law, having provided all relevant details clearly and in writing.
 - **Declares** that this waiver is made **freely and knowingly**, having had sufficient time to evaluate the decision and its implications.
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4. Language and Understanding

This waiver has been provided in **English**, a language that the traveller declares to **fully understand**.

5. Execution

Executed in _____, on the ____ day of _____, **20**

Client's Signature: _____

Full Name: _____

Signature of Parent/Legal Guardian (if under 18): _____

Agency Representative: _____

KOA EXPERIENCE, S.L.

Stamp and Signature: _____