



RELEASE OF LIABILITY & ASSUMPTION OF RISK

**THIS AGREEMENT CONTAINS PROVISIONS WHEREBY
YOU SURRENDER CERTAIN LEGAL RIGHTS**

PLEASE READ CAREFULLY

I understand that I am required to read carefully and sign a Release of Liability and Assumption of Risk form before African Safari LLC (hereinafter referred to as ASC) can forward my documents. I accept that ASC will assist or advise me, to the best of their ability, with pertinent information regarding passports, visas, and international health requirements, but it is my responsibility to ensure that passports, visas, travel permits, health certificates, inoculations, or other documentation requires are obtained, current, and in order. ASC advises and encourages me to obtain the following types of insurance, which I understand are commercially available:

- ◆ Accidental death and disability
- ◆ Emergency medical evacuation
- ◆ Trip cancellation
- ◆ Major medical
- ◆ Loss of personal effects

I am aware that adventure travel, whether in civilized or remote areas, by plane, train, auto, boat, horseback, or other conveyance, or on foot, contains inherent risk of illness, injury, death, or loss and damage to property, which may be caused by the negligence of others, forces of nature, and other causes known or unknown. I recognize that such risks may be present at any time before, during, and after the trip that I am participating in under the arrangements of ASC, and its agents or associates. I am also aware that medical services or facilities may not be readily available during the time I am participating in this trip.

In consideration of, and as part payment for the right to participate in this trip, and the activities, services, and food arranged for me by ASC, and its agents or associates, I ("Releaser"), certify that that I have read all of the above and fully understand its contents. I agree and on behalf of any minors accompanying me agree to hold ASC, its officers, owners, employees and/or suppliers ("Releasee"), harmless for any accidents, claims, losses, damages or liabilities, including death, disability, injury, or loss or damage to Releaser or Releaser's property, which might occur. I expressly assume any and all risks with respect to the activities and circumstances described herein, and pledge not to sue Releasee on account of any losses, claims, costs, liabilities or damages, and further, I agree not to claim the unenforceability of this Agreement. I agree that the foregoing obligation shall be binding upon me personally, as well as upon my heirs, executors and administrators, and members of my family, and shall also be binding upon any minors accompanying me.

EVERY FAMILY OR PARTY MEMBER OVER 18 MUST SIGN.

BOTH PARENTS MUST SIGN ONE FORM FOR ALL TRAVELERS UNDER 18.

I wish [] do not wish [] to purchase cancellation insurance.

Print Name:

Print Name:

Signature:

Signature:

Date:

Date:

TERMS AND CONDITIONS FOR INDIVIDUAL BOOKINGS

Deposits & Final Payments

A deposit of 25% of tour price is required to solidify reservations. The balance of trip cost is required 60 days prior to departure date. By paying a deposit you agree to be bound by these terms and conditions. Reservations made within 60 days of departure require immediate full payment by credit card and a 4% processing fee will be added.

Cancellations & Refunds

10% of your trip cost is non-refundable for cancellation at any time however some destinations (including Botswana and Namibia) require a non-refundable 25% deposit. Cancellation penalties within one year of travel are as follows: 20% non-refundable for cancellation within 6 months of travel; 25% non-refundable for cancellation within 90 days of travel; 100% non-refundable for cancellation within 60 days of travel. Suppliers may impose additional penalties at peak periods. African Safari LLC reserves the right to make exceptions to these policies.

Changes

African Safari LLC reserves the right to charge a \$100 change fee per change requested after the initial trip deposit has been paid.

Trip Insurance

We highly recommend that you purchase comprehensive accident, medical, baggage and trip cancellation insurance when you make your trip deposit; please contact us for a quote. Medical evacuation coverage is required for all travelers to Botswana. Please be advised that if you choose NOT to purchase Trip Insurance, we will NOT be responsible for any financial disappointment caused by reasons beyond our control.

Airline Tickets

African Safari Company recommends booking your scheduled regional flights as part of your international ticket. Please contact us for flight quotes from our air partners. Tickets on inter-African Airlines, once issued are non-changeable and non-refundable. International airline tickets are either non-refundable or have substantial change/cancellation penalties. Please check that the names you want to appear on the tickets coincide with the names on your passports. Please check your reservations carefully. African Safari Company will not be responsible for tickets issued with incorrect names.

Special Notes

Rates are quoted in U.S. dollars and are subject to change. All travelers are required to have a valid passport from their country of citizenship with an expiration date of at least 6 months from date of return from your safari. Advance visas may be required for certain countries and travelers with certain passports; please ask your travel specialist for details and assistance. Any minors traveling must have notarized permission from both parents; if traveling with one parent, then notarized permission from the parent who is not traveling.

Package Does Not Include

Gratuities, scheduled airfare, portorage, meals and drinks and laundry service unless otherwise specified. Visa fees are not included and are the responsibility of the traveler to apply for and obtain.

Dangers Posed by Wild Animals

Travelers are advised that, even in the most serene settings, the animals are wild and can pose a threat to life and safety. Travelers are cautioned to observe all local or park regulations and heed all instructions given by tour guides.

Trip Participation

Receipt of payment by Trip participant or by the parent or guardian of any minor Trip participant is in all respects subject to the terms and conditions above, which have been read and unconditionally agreed to. Trip participant further agrees to observe strictly and comply with such additional reasonable terms and regulations as AFRICAN SAFARI LLC may from time to time deem desirable or needful or prescribe during the course of the program. Trip participant declares that he/she has read and understands the contents hereof this General Release, Assumption of Risk, Waiver of Liability and Indemnity Agreement. No oral or other representations, statements or inducements have been made to Trip participant, apart this General Release, Assumption of Risk, Waiver of Liability and Indemnity Agreement.

Responsibility

It is understood that AFRICAN SAFARI LLC is independent of and has no business association, as partner, joint venture, owner or otherwise, with any resort, hotel, carrier, boat operator, or other person or firm furnishing any service or facility in connection with the subject travel program.

It is expressly understood and agreed that AFRICAN SAFARI LLC assumes no responsibility or liability for service, transportation or equipment made available by any resort, hotel or other person or entity, either as to its availability or as to its safety, quality or condition, nor for the acts (negligent or otherwise) of any employee or agent of such establishment, firm, person, or entity. It is also understood and agreed that AFRICAN SAFARI LLC does not assume any responsibility or liability for the safety of any participating individual.

It is further understood that remoteness of the area, local custom and prevailing weather conditions may cause substitution of facilities and/or equipment, minor inconvenience or modification to the itinerary and AFRICAN SAFARI LLC reserves the right to modify and/or cancel arrangements due to unfavorable weather conditions and to substitute comparable facilities and equipment. It is understood and agreed the AFRICAN SAFARI LLC makes no warranty and assumes no responsibility or liability for such substitutions. AFRICAN SAFARI LLC reserves the right to cancel any scheduled trip at any time. No refunds can be made for canceled arrangements due to adverse weather, or for substitution of facilities, personnel and/or equipment or for minor inconvenience. Trip participant hereby indemnifies and holds harmless AFRICAN SAFARI LLC and its officers, directors, agents and employees from any and all claims, suits, liability, injuries, losses and damage of any person which arise out of traveler's participation in a AFRICAN SAFARI LLC travel program; and for Trip participant's withdrawal, cancellation or expulsion from a AFRICAN SAFARI LLC travel program.

Trip participant, in rendering payment has accepted this General Release, Assumption of Risk, Waiver of Liability and Indemnity Agreement and shall be deemed to have executed it for Trip participant, Trip participant's heirs, executors, administrators, successors, assigns, and next of kin. Trip participant agrees that any appropriate state or federal district court located in the City of Seattle, King County, Washington, shall have exclusive jurisdiction over any case or controversy arising under or in connection with the Terms and conditions and/or the subject program.