

**BUSHTRACKS AFRICAN EXPEDITIONS TERMS
AND CONDITIONS, RELEASE OF LIABILITY,
ASSUMPTION OF RISK AND BINDING
ARBITRATION AGREEMENT**



By signing this document, or otherwise indicating your assent in writing, you agree to the terms and conditions set forth in this document. Bushtracks African Expeditions Inc., d.b.a. Bushtracks Expeditions (“Bushtracks”, “we” or “us”) is providing the trip described in the “Trip Name” box under the signature line of this Participation Agreement (the “Tour”). These terms and conditions apply to the Tour, the itinerary for, and all issues related to the Tour.

1. **RESERVATIONS AND PAYMENTS:** A non-refundable prepayment deposit of a minimum % of the total Tour cost, along with a completed and signed Terms and Conditions, Release of Liability, Assumption of Risk and Binding Arbitration Agreement (Agreement) are required in order to confirm your reservation. This deposit includes a non-refundable \$500 per person booking administration fee. Upon receipt of these forms and your deposit, we will confirm your trip. This Agreement, [the signed Reservation form and the signed Agreement], are all part of your agreement with us.

The balance of your Tour cost is due days prior to departure.

2. **TRAVEL INSURANCE:** We strongly recommend that you purchase trip cancellation insurance. In the event that you must cancel your participation in a travel Tour, trip cancellation insurance may be the only source of reimbursement. Trip cancellation insurance is available from multiple sources for comprehensive coverage of such expenses in conjunction with cancellation due to illness or accident, and damaged or lost luggage. We will send you an application upon receipt of your reservation. In addition, medical evacuation coverage may be required as a condition of booking.

3. **CANCELLATIONS:** Cancellations for all or any part of the Tour will not be effective until received in writing in the offices of Bushtracks. Should you cancel, the following terms will apply: reservation cancellation(s) are subject to loss of deposit, including booking administration fee, from the time of booking through 98 days prior to departure; from 97 through 75 days prior to departure, 50% of the published full regular tariffs; from 74 through 62 days prior to departure, 75% of the published full regular tariffs; cancellations 61 days or less prior to departure, a no-show, or early return from the Tour will result in loss of 100% of the tour price. In addition, applicable airline cancellation or optional excursion cancellation fees may apply.

Your decision not to participate on the Tour due to State Department or Centers for Disease Control advisories or warnings, fear of travel, or for any other reason will be deemed a cancellation. If a flight or other delay for any reason prevents you from joining the Tour on the Tour start date, you will be considered a no-show. No refunds will be available, but you may join the Tour late if you wish and if feasible to do so.

4. **NOT INCLUDED:** Taxes; passport, visas and associated fees; personal expenses such as laundry, telephone calls and Internet access; accident/sickness, trip cancellation, and baggage insurance; gratuities to ship and hotel personnel; optional sightseeing excursions; baggage charges on aircraft; local departure air/airport tax(es); airfare and associated local taxes, airport facility and security taxes and federal inspection fees not listed as included in the Tour; transfers and baggage handling to/from airport/hotel/ship on day(s) of arrival and/or departure; any overnight on land due to flight schedule(s); meals, alcoholic or other beverages and all other services not specifically mentioned as included in the Tour.

5. **AIRFARE:** Airfares are subject to change and availability and, depending on the fare basis, likely are nonrefundable. Air tickets as part of your tour (regional flights within Africa) are subject to change and are non-refundable. Your airline tickets constitute a contract solely between you and the airline, even if purchased through Bushtracks.

6. **BAGGAGE:** Luggage allowance policies are set by the airlines and may change without notice. Baggage is at owner’s risk throughout the trip. Airlines, buses, vans and other modes of transportation may all have weight and size restrictions on luggage. It is your responsibility to comply with all baggage restrictions.

7. **PRICE INCREASES:** Destination countries increase their VAT and other taxes from time to time. Some suppliers impose energy surcharges or other price increases. Prices are also subject to increase due to currency fluctuations. Any such increases will be applied to your total due at the time of final payment.

8. **PASSPORTS, VISAS, and OTHER ENTRY REQUIREMENTS:** International travel requires a passport and generally valid 6 months beyond your intended return travel date. In most cases, you will also need to have multiple consecutive blank visa pages within your passport (the number varies depending on the destination(s)). Many destinations also require that visas be obtained prior to travel. If one parent or guardian plans to bring a minor child without the other parent or parents, some countries and airlines have strict documentation and permission requirements. Birth certificates may be required for children under 18. Some nations require proof of vaccinations and/or negative tests for certain diseases for all travelers. Please speak with us if you are unsure about the visa requirements for your travel destination. You are solely responsible for complying with passport, visa, and other foreign entry requirements and vaccinations.

9. **RESPONSIBILITY AND ASSUMPTION OF RISK:** Except for certain river cruise vessels, two trains, certain other vehicles, local ground and safari operators and guides services, all in Southern Africa, which are owned and operated by affiliated corporations, Bushtracks, its employees, shareholders, subsidiaries, affiliates, officers, directors, successors, and assigns (collectively "Bushtracks"), do not own or operate any entity which is to or does provide goods or services for your Tour including, for example, lodging facilities, airline, vessel, or other transportation companies, safari or guide services, local ground or safari operators, whether or not they utilize the Bushtracks name, providers or organizers of optional excursions, food service or entertainment providers, etc. All such persons and entities are independent contractors. As a result, Bushtracks is not liable for any negligent or willful act, failure to act, financial failure or other defaults of any such person, entity, supplier or any other third party.

In addition and without limitation, Bushtracks is not responsible for any injury, financial or other loss, death, inconvenience, delay, or damage to person or property in connection with the provision of any goods or services whether resulting from, but not limited to, acts of God or force majeure, acts or orders of government, acts of war or civil unrest, insurrection or revolt, bites from or attacks by wild or domestic animals, insects or pests, supplier defaults or insolvency, dissatisfaction with the quality of the service(s) rendered, strikes or other labor activities, criminal or terrorist activities of any kind or the threat thereof, sickness, illness, epidemics or the threat thereof, the lack of availability of or access to medical attention or the quality thereof, overbooking or downgrading of accommodations, mechanical or other failure of airplanes, vessels or other means of transportation, or for any failure of any transportation mechanism to arrive or depart timely or safely. Further, I release Bushtracks from its own negligence and assume all risk thereof.

I am aware that adventure travel, whether in civilized or remote areas, by plane, train, auto, boat, horseback or by other animals, or by other conveyance or on foot, contains inherent risks of danger and illness, death or loss and damage of property, which may be caused by negligence of third parties, negligence of Bushtracks, intentionally by third parties, by forces of nature and by other causes, known or unknown. I recognize that such risks may be present at any time before, during and after my trip. I am also aware that medical services or facilities may not be readily available, the evacuation to same may be time consuming and difficult and/or the competence and quality of same may not be up to the standards of services in the U.S.A. I accept all such risks.

We have no special or unique knowledge regarding the financial condition of the suppliers of services, unsafe conditions, health or safety hazards, weather hazards, or climate issues at locations to which you may travel. For useful information regarding your destination, we strongly recommend reviewing the destination-specific information at www.travel.state.gov, and the Centers for Disease Control at www.cdc.gov/travel.

If due to weather, flight schedules or other uncontrollable factors, you are required to spend an additional night(s), you will be responsible for your own hotel, transfers and meal costs. The right is reserved to decline to accept as a Tour participant, or remove from a Tour, without refund, any person Bushtracks judges to be incapable of meeting the rigors and requirements of participating in the activities, or who is abusive to other Tour participants, leaders or third parties, or who Bushtracks determines to detract from the enjoyment of the Tour by others. Specific room assignments are within the sole discretion of the lodge or hotel.

10. **CANCELLATIONS, POSTPONEMENTS AND CHANGES BY BUSHTRACKS.** Bushtracks reserves the right to change the itinerary, the lodges, hotels or vessels utilized or any Tour features at any time and for any reason, such as for safety, comfort, convenience or logistical reasons, with or without notice, and Bushtracks shall not be liable for

any loss of any kind as a result of any such changes. Bushtracks may cancel or postpone a Tour (or an option) for any reason whatsoever. Seasonal changes (for example, from low to high season) may result in higher prices. In any event, for cancellations (or postponements) based upon acts of God or force majeure, acts or orders of government, epidemics or the threat thereof, terrorism or the threat thereof, strikes or labor disturbances, demonstrations, riots or civil unrest, criminal activity, supplier default or insolvency, or other similar circumstances, its sole obligation is to issue credits in the full amount of moneys paid to Bushtracks, but only to the extent its suppliers are crediting Bushtracks with those monies paid by Bushtracks to them.

Under no circumstances is Bushtracks obligated to refund the cost of any purchased travel insurance. Bushtracks is not required to cancel any Tour for any reason including without limitation, United States Department of State, Centers for Disease Control, World Health Organization or other Warnings or Advisories of any kind. Bushtracks is not responsible for fees assessed by air carriers resulting from operational and/or itinerary changes, even if Bushtracks makes the flight arrangements or cancels the Tour. Bushtracks reserves the right to substitute lodges, hotels, vessels or attractions for those listed in the tour description if same is required by circumstances beyond its control or for the convenience or well-being of clients.

11. **CHANGES BY PARTICIPANT:** If a client wishes to alter any tour prior to its confirmation by Bushtracks, Bushtracks will, upon written request, use reasonable endeavors to bring about such alterations. If the itinerary has already been confirmed and the client then wishes to change it, Bushtracks may, at its discretion, levy a charge per alteration as well as for communications or other costs, expenses or charges that may be incurred.

12. **OTHER TAXES AND FEES:** Some governments charge departure taxes and/or fees. These fees are the responsibility of each passenger traveling to the designated country and are not included unless stated.

13. **FORCE MAJEURE:** Bushtracks assumes no responsibility for any personal injury, property damage, financial or other loss, accident, delay, inconvenience, or irregularity which may be occasioned by reason of any matter beyond our control including but not limited to a delay or cancellation of a flight that causes you to miss all or any portion of the Tour, acts of God, acts or orders of government, epidemics, war, terrorist acts, riots, disaster, weather events, or strikes.

14. **PHOTO RELEASE:** You consent to our use of pictures or video of you in our marketing materials without compensation.

15. **PHYSICAL ACCESSIBILITY:** All Tours require physical independence and mobility. Any physical or mental condition that may require special medical attention or physical assistance (for example, the need for a wheelchair) must be reported in writing when you make your reservation. Participants must be able to embark or disembark vans or motor coaches alone or with minimal assistance from your traveling companion and climb stairs and step over raised thresholds without assistance. Participants requiring assistance must travel with a companion who will be responsible for handling equipment and rendering necessary assistance. Please understand that the Americans with Disabilities Act does not apply outside the United States.

16. **HEALTH ISSUES:** Bushtracks is not qualified to convey medical advice. We encourage you to consult your doctor for specific medical advice about any activities or destinations. He or she is most familiar with your personal medical history and is best qualified to determine your particular needs.

17. **MEDICAL PROXY:** If you are unable to authorize your own medical attention and treatment, you authorize Bushtracks or its suppliers of services such as a lodge or local ground handler to authorize medical attention and treatment on your behalf. You agree to hold harmless and release Bushtracks from any liability for medical attention arranged or not arranged on your behalf. Bushtracks assumes no liability regarding provision of medical care or evacuation services.

18. **REGISTRATION:** CST#: 2022311-40,

CALIFORNIA SELLER OF TRAVEL ACT DISCLAIMER: California has established a Travel Consumer Restitution Fund under the California Seller of Travel law. This Fund is designed to protect consumers from unscrupulous practices by sellers of travel. This law does not cover non-California residents, and even in the case of California residents, it does not cover any foreign travel where the foreign "providers of transportation or travel services" are not in compliance with

the Seller of Travel law (compliance being defined as a Seller of Travel in California and a participant in the Travel Consumer Restitution Fund). Thus, none of Bushtracks' trips qualify. The law requires all tour operators to advise each of their clients that they would not be eligible to make any claim from the Fund in the unlikely event of default by Bushtracks or any of our foreign suppliers.

19. **CHANGES.** Changes in this Agreement may be made only in writing, signed by an officer of Bushtracks.

20. **BINDING ARBITRATION:** Any dispute concerning, relating or referring to this Agreement, the brochure or any other literature concerning the Tour, or the Tour itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. Sections 1-16, according to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS). Such proceedings will be governed by substantive (but not procedural) California law and will take place in or as close to Healdsburg, California as feasible. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable. Please understand that by agreeing to these terms and conditions, the participant and Bushtracks are waiving the right to a trial by jury. Any arbitration commenced against Bushtracks must be on behalf of only the signatory to this Agreement and his or her immediate family members who traveled with signatory, such as a spouse or child. Under no circumstances can participant be part of a class or other join action.

These Terms and Conditions, Release of Liability, Assumption of Risk and Binding Arbitration Agreement governs the relationship between Bushtracks and you, to the total exclusion of any other document. When you book travel-related services with Bushtracks, you are acknowledging that you understand the entire document.

I agree to the terms of this Terms and Conditions, Release of Liability, Assumption of Risk and Binding Arbitration Agreement. My Agreement extends to any tour to which I may transfer.

Signature: _____

Date: _____

Signature: _____

Date: _____

Trip Name: _____

Parent or Guardian of a Minor: I, as a parent or guardian of the below named minor, hereby give my permission for my child or ward to participate in the trip and further agree, individually and on behalf of my child or ward, to the terms above.

Name of Minor _____

Date _____

Signature of Releasor _____