

BUSHTRACKS AFRICAN EXPEDITIONS, INC.
RELEASE OF LIABILITY, ASSUMPTION OF RISK & ARBITRATION AGREEMENT
PLEASE READ CAREFULLY

I understand I am required to read carefully and sign this Release of Liability, Assumption of Risk & Arbitration Agreement as a condition to Bushtracks African Expeditions, Inc. confirming my reservation and my participating on my trip.

Responsibility

Bushtracks African Expeditions, Inc. d/b/a Bushtracks Expeditions, its employees, shareholders, officers, and directors (collectively "Bushtracks") does not own or operate any entity which is to or does provide goods or services for your trip, including, for example, lodging facilities, airline or other transportation companies, local ground handlers or safari operators, whether or not they utilize the Bushtracks name, guides, food service providers, equipment suppliers, etc. Bushtracks is not responsible for any negligent or willful act or failure to act of any such person or entity, nor for any act or inaction of any other third party not under its direct control.

Without limitation Bushtracks is not liable for any direct, indirect, consequential, or incidental damage, injury, death, loss, accident, delay, inconvenience or irregularity of any kind which may be occasioned by reason of any act or omission beyond its control, including, without limitation any willful or negligent act or failure to act or breach of contract of any third party such as an airline, train, boat, other provider of transportation, hotel or other lodging institution, local ground handler or safari operator, and/or restaurant which is, to, or does supply any goods or services for this trip. Similarly, Bushtracks is not responsible for any loss, injury, death or inconvenience due to delay or changes in schedule, overbooking of accommodation, default of any third party, financial failure or other defaults by suppliers, attacks, bites or diseases from animals, pests or insects, sickness, the lack of appropriate medical care, evacuation to same, if necessary, weather, strikes, disease, epidemics or the threat thereof, acts of God or government, acts of terrorism, or the threat thereof, force majeure, war, quarantine, criminal activity, or any other cause beyond its control. In addition, Bushtracks is not liable for any negligent act or failure to act committed by it.

Assumption of Risk

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 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 risk.

I agree on behalf of myself and on behalf of any minors accompanying me to hold Bushtracks, harmless for any accidents, claims, losses, damages or liabilities, including death, disability, injury, or loss or damage which might occur. I expressly assume any and all risks with respect to the activities and circumstances described herein, and agree not to claim against Bushtracks on account of any losses, claims, costs, liabilities or damages.

BINDING ARBITRATION

I agree that any dispute concerning, relating or referring to this Agreement, the brochure or any other literature concerning my trip, or the trip itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§1-16, either according to the then existing Commercial Rules of the American Arbitration Association (AAA) or pursuant 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 without consideration of the California Arbitration Act and will take place in Healdsburg, CA. 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, you (and we) are waiving our right to a trial by jury.

I agree to all the terms and conditions of this Agreement. I agree that this Agreement shall be binding upon me personally as well as upon my heirs, executors and administrators, and upon any minor(s) accompanying me. I certify that I have read all of the above provisions and fully understand the contents therein and agree of my own free will to be bound thereby.

PARTICIPANT

PARTICIPANT

Print Name: _____

Print Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

For a Minor*: I, as an authorized 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 of the above. In the event the minor is not accompanied by all legal guardians on this trip, I agree to carry with me a notarized document, from each legal guardian not on the trip, granting his or her approval for the minor to travel on this trip and to present said document(s) to any authority requesting such. In the event I am the sole guardian of the minor, I agree to carry documentation evidencing such and present to any authority when requested.

Name of Minor _____

Date _____

Signature of Releaser _____

Name of Minor _____

Date _____

Signature of Releaser _____

***Minor is defined as under 18 years of age at time of trip reservation.**

Bushtracks Expeditions
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