

TERMS AND CONDITIONS AND BINDING ARBITRATION – PLEASE READ CAREFULLY

RESPONSIBILITY

Global Travel Marketing, Inc., International Adventures Ltd, its and their employees, shareholders, subsidiaries, affiliates, officers, directors, successors, and assigns (collectively “The Africa Adventure Company”) do 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, guides or guide services, local ground or safari operators (whether or not they use The Africa Adventure Company name), food service providers, etc. As a result, The Africa Adventure Company is not liable for any negligent or willful act or failure to act of any such person, or of any other third party. Without limitation, The Africa Adventure Company is not responsible for any injury, loss, or damage to person or property, death, delay, or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of government, acts of God or force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind or the threat thereof, overbooking of accommodations, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely, attacks or damages associated with or bites from animals, pests or insects, disease, epidemics or the threat thereof, sanitation problems, lack of medical care and/or access to same, the negligence of The Africa Adventure Company or for any other cause beyond its direct control.

ASSUMPTION OF RISK

Adventure travel can be dangerous and includes certain risks and dangers, including, but not limited to, the hazards of traveling in undeveloped areas, hazards of traveling by boat, canoe, raft, train, automobile, safari vehicle, aircraft, on foot, by animal or by other unconventional means, accident or illness in remote places without medical facilities or easy access thereto, dangers of wild or domestic animals, pests or insects, forces of nature, lack of sanitation, criminal and/or terrorist activity or the threat thereof, disease, epidemics or the threat thereof, sickness or injury and the inability promptly to evacuate to appropriate medical facilities and the quality of care provided thereat, extreme weather conditions, physical exertion for which client is not prepared, etc. I accept the inherent risks of the proposed trip and acknowledge that the enjoyment of adventuring beyond normal safety of home and work is in part the reason for my participation on this trip. As a result, I release The Africa Adventure Company from all or any liability to the undersigned, his/her personal representatives, heirs, assigns and next of kin, from any and all losses, damages, death, inconvenience or injuries to the person or damage or loss of property of the undersigned, or on account of death, injury, loss or inconvenience resulting from the negligence of The Africa Adventure Company or the negligent or willful conduct of any third parties while the undersigned is participating in a tour or any travel or other arrangements made by The Africa Adventure Company.

AIR TRANSPORTATION

Except for trips which include the Africa Adventure Company’s booking flights departing from or returning to the United States, after final payment has been made if, for any reason beyond the control of The Africa Adventure Company or scheduled flights or air fares are changed, any increase in air fare will be collected from tour members, and any refundable decrease in fare will be refunded. The airline tickets issued by the airlines concerned, when issued, shall constitute the sole contract between these airlines and the purchaser and/or tour members of any of these tours.

PAYMENT POLICY

A deposit of up to 25% is required to confirm a booking, depending on program selected. The final payment is due 90 days before your departure date by credit card, bank wire or certified or cashier’s check. If your reservation is made within 90 days of departure, the entire cost of the trip must be paid on confirmation. If full payment is not received 90 days prior to departure, The Africa Adventure Company reserves the right to cancel all arrangements without refund of any deposits received. Airfares are not guaranteed until paid in full and ticketed.

CANCELLATIONS BY CLIENT

If you cancel your trip, your deposit and all payments will be refunded, less a cancellation fee. If written notice of cancellation is received in our office more than 90 days prior to departure, the fee per person per trip is 25% of trip cost; 89-75 days, 40% of the trip cost; 74-45 days, 60% of trip cost; 44-31 days, 80% of trip cost; within 30 days 100% of trip cost. Trip "no-shows" will receive no refund. For those taking a gorilla safari, these cancellation fees shall be increased by the cost of the gorilla permits, which are non-refundable. No partial refunds or credits will be given for unused services.

TRIP CANCELLATION BY THE AFRICA ADVENTURE COMPANY

Although a supplementary charge can sometimes be paid to operate a trip below our minimum participant level, The Africa Adventure Company reserves the right to cancel any non-private trip due to insufficient sign-ups or for other reasons. In the event of cancellation by The Africa Adventure Company, a full refund of payments of land costs will be given. The Africa Adventure Company is not responsible for any expenses incurred by trip members such as equipment, medical costs, air tickets, babysitting fees, etc.

TRAVEL PROTECTION

We recommend that you purchase a travel protection plan to help protect you and your trip investment. Africa Adventure Company offers a customized travel protection plan, that helps provide coverage for Trip Cancellation, Trip Interruption, Travel Delay, Baggage loss and delay, Medical Expense and Evacuation/Repatriation and more. For a summary of the plan details on coverages, benefits, limitations and exclusions of the insurance plan, please refer to the Description of Coverage.

MISCELLANEOUS

Changes in itinerary may be made at the discretion of The Africa Adventure Company or your local ground operator for such reasons as floods, inaccessibility, overbooking of accommodations, fire or for the safety, comfort or convenience of the group. Any purchase of goods or services which client makes while on the trip are solely at client's risk, including, without limitation, such problems as defects, failure to ship or damage to goods while in shipment, whether or not the purchase was made from a vendor recommended by a guide, other person rendering trip services or any third party. I agree that if I am injured or become ill, The Africa Adventure Company may, at my cost, attempt to arrange medical treatment, evacuation or any other emergency services on my behalf as it deems essential for my safety and well-being but it accepts no responsibility for the quality or adequacy of any such treatment, evacuation or services. Baggage is carried entirely at owner's risk. I accept responsibility to have my passport, visa, vaccination and other travel documentation in proper order. I realize I may contact the embassies or consulates of the countries I plan to visit for information, and that my passport may have to have a certain number of fully blank "Visa" pages and be valid for at least six months after the trip ends. For information concerning possible safety issues for international travel I acknowledge that I may contact the State Department, www.travel.state.gov, and for information concerning vaccinations and health issues I may call the "Centers for Disease Control" at 800-CDC-INFO (800-232-4636), www.cdc.gov, or similar agencies in my country of origin. The Africa Adventure Company, and your local operators of tours and/or suppliers of services reserve the right to remove anyone from a safari without refund who acts in a manner which it considers unsafe or inconsiderate to fellow travelers or others and/or who ignores the requests of his or her guide(s) to act in a safe and considerate manner. No changes in this Agreement can be made except by a writing signed by an officer of The Africa Adventure Company. Until final payment, prices are subject to change without notice due to currency fluctuations, energy surcharges and/or other causes. Governmental tax increases can be passed on at any time. Lodges, etc. may require you to sign additional releases.

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, according to the then existing Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS). Such proceedings will be governed by substantive (but not procedural) Florida law and will take place in Fort Lauderdale, FL. 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. Any arbitration commenced against The Africa Adventure Company must be on behalf of only the signatory to this Agreement and his or her immediate family members who travelled with signatory, such as a spouse or child. Under no circumstances can participant be part of a class or other joint action.

IMPORTANT: YOUR SIGNATURE BELOW CONFIRMS YOU HAVE READ BOTH PAGE 1 AND PAGE 2 OF THESE TERMS AND CONDITIONS AND BINDING ARBITRATION, UNDERSTAND AND VOLUNTARILY ACCEPT THEM.

Date: _____ Signature: _____

Please Print or Type Name: _____

Date: _____ Signature: _____

Please Print or Type Name: _____

I, as parent or legal guardian of the below named minor (child u18), hereby give my permission for this child or legal ward to participate in the trip and further agree, individually and on behalf of my child or ward, to the terms of the above.

Date: _____ Signature of Releasor (Mother): _____

Date: _____ Signature of Releasor (Father): _____

Please Print or Type Name of Minor (child u18) _____

THIS CONTRACT MUST BE SIGNED & RETURNED TO VALIDATE BOOKING. UNLESS THIS CONTRACT IS SIGNED AND RETURNED AT LEAST 120 DAYS PRIOR TO DEPARTURE OR WITHIN FIVE BUSINESS DAYS OF BOOKING THE SAFARI, WHICHEVER IS LESS, YOUR RESERVATION MAY BE CANCELLED.

03/25 FIT25

