

TERMS AND CONDITIONS

Explanation of Responsibility, Release of Liability and Assumption of Risk

PLEASE READ CAREFULLY

I the undersigned (hereinafter referred to as 'Client') understands that I am required to read carefully this Release of Liability and Assumption of Risk form and if agreed, to sign it before **Blue Moon/TFL Safaris**, (hereinafter referred to as 'Company') accepts a deposit confirming my reservation. I accept that Company 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 required are obtained, current, and in order.

Company recommends that I obtain travelers insurance, which should include accidental death and disability, major medical, emergency medical evacuation, trip delay, trip cancellation/interruption, loss of baggage & personal effects, and trip cost default protection. I understand these policies are commercially available.

I am aware that adventure travel, whether in civilized or remote areas, by air carrier, train, auto, boat, horseback, camelback, other conveyance, or on foot, contains inherent risks of illness, injury, death, or loss and damage of property, which may be caused by negligence of others, terrorism, forces of nature, and other causes known or unknown. I am also aware and assume that the risk that medical services or facilities may not be readily available during the time I am participating in this trip. I consent to and request the use of the travel suppliers providing the travel services, and I agree not to hold Company responsible should there be a failure by any of these suppliers to provide the travel services I have purchased. I hereby represent to Company and assure Company, that my health status is such that I shall be able to engage in all aspects of this trip, and I am in good physical condition, and excellent general health.

I understand and agree that Company acts only as agent for the air carriers, private aircraft, helicopters, hotels, bus companies, railroads, cruise lines, car rental companies, tour operators, and other contractors providing accommodations, transportation and/or other services ('suppliers'). All such services are furnished by suppliers that are independent and do not act for or on behalf of Company, are not servants of Company, and with whom Company does not have a business as joint venture or otherwise.

By utilizing the services represented by this itinerary, Client agrees to the foregoing, and also agrees that neither Company nor its parent, affiliates, or subsidiaries, officers, directors, and/or shareholders shall be or become liable for any loss, costs, expense, injury, accident or damage to person or property resulting directly or indirectly from (I) the acts of omissions of such suppliers, including, but not limited to, delays or cancellation of services, cessation of operations, breakdown in machinery or equipment, changes in fares, itineraries or schedules, failure to deliver services, accommodation in tents, and/or (ii) acts of God, dangers incident to the sea, water travel, trekking, explosions, fire, acts of government or other authorities, wars declared or undeclared, acts of terrorism, civil commotions, civil unrest, strikes, riots, thefts, pilferage, epidemics, quarantines, other disease, climatic aberrations, or from any other cause beyond Company's control.

I understand and agree there is no warranty or guarantee of my personal safety by Company, as the trip I am undertaking is by its very nature exotic and adventurous, and contains certain built-in-risks.

All services covered by this itinerary are subject to the terms and conditions specified by the suppliers, and Client also agrees to the terms and conditions set forth in any and all brochures or advertisements describing any tour, cruise, accommodations, transportation or other services, and to any and all conditions contained in documents for any such services including, without limitation, all cancellation fees. No employee of Company or any of its affiliates, subsidiary companies, or representatives has authority to vary the terms of these conditions.

In consideration of, and as part payment for the right to participate in this trip, and the activities, services, and food arranged for me, I certify that I have read all of the above and fully understand its contents. I agree to release and hold Company, its officers, owners, employees harmless for any accidents, claims, losses, damages or liabilities, including death, disability, injury, or loss or damage to myself or my 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 Company 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.

I agree that if any provisions of this Explanation of Responsibility, Release of Liability and Assumption of Risk ('Agreement') is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid provisions had never been set forth herein.

PAYMENT SCHEDULE

A deposit of \$750.00 is required at time of booking to reserve your space on the Safari. Final payment is due in our office 90 days prior to departure of the Safari. Bookings 90 days or less require full payment, unless otherwise specified.

Price increases may occur unexpectedly. In costing tours months in advance we try to anticipate the rising cost of ground transportation, lodging, etc., but if unexpected increases occur we reserve the right to charge participants an increase of up to 5% of the tour price. If greater increases are necessary, participants may withdraw from the trip without penalty.

CANCELLATION PENALTIES

Cancellation penalties will be charged to the client based on the following fees:

- 91 days or greater prior to safari start date \$300 per person
- 90 - 45 days in advance of safari start date, greater of: deposit or 50% of payments
- 45 - 0 days in advance of safari start date, 100% of payments

CREDIT CARD ACCEPTANCE

Credit Cards can be accepted by arrangement for payments for Safaris with the following required items:

- Photo copy of front and back of credit card (showing signature of credit card holder)
- Photo copy of passport (showing signature of passport holder)
- Letter of Authorization to charge credit card.
- Credit card payments may incur additional processing charges from the card issuer.

I certify that I have read all of the above and fully understand, accept and consent to its contents.

CLIENT(s): Note, all adults in party over age 18 should sign below or on additional attachment.

By: _____	_____	Date: _____
(signature)	(printed name)	
_____	_____	Date: _____
(signature)	(printed name)	
_____	_____	Date: _____
(signature)	(printed name)	
_____	_____	Date: _____
(signature)	(printed name)	