

## TRAVEL PARTICIPATION AGREEMENT

In order to provide you with the best possible experience, and so that you are fully aware of the terms of your booking with Africa Dynamics, we request that you please read carefully through the information detailed below, and sign to acknowledge that you understand and accept the terms. One form per traveler is required. Please return the signed and dated forms to Africa Dynamics via mail or email.

Africa Dynamics (AD) is a trading name of Event Dynamics LLC, a limited liability company registered in the state of Oregon and operating out of Washington. The following terms used in the enclosed required forms shall be considered synonymous: *safari, tour, and trip*, all of which refer to the travel arrangements being booked with Africa Dynamics. Additionally, the following terms: *client, guest, participant, member, passenger, and traveler* all refer to you, as the traveler.

### Booking Terms and Conditions

"I have read and accept the accompanying Booking Terms and Conditions. I understand and agree that I must also sign and return to Africa Dynamics both a completed Liability Release and Assumption of Risk Agreement before my reservation will be confirmed. If I am signing on behalf of a minor, I agree to release, hold harmless and indemnify Africa Dynamics for any claims of the minor." (If applicant is under 18 years of age, a parent or legal guardian must sign for the minor.)

**Traveler Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

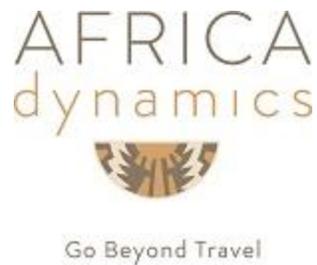
These booking terms and conditions are expressly made part of the following forms. A separate completed and signed copy of the forms are required for each traveler in order to confirm your trip reservation with Africa Dynamics. Upon receipt of the completed forms and your deposit, we will confirm your trip.

- Travel Reservation & Information Form
- Liability Release and Assumption of Risk Agreement
- Travel Insurance Acceptance (required at or before final payment due date)

### Reservations and Payments

Standard policy for the majority of Africa Dynamics' third-party suppliers is that a provisional booking will be held for a period of 7-14 days only, after which a response is required on whether to confirm or release the space.

**Payment of a non-refundable deposit** of 20% or 25% of the safari fare (as specified to you), along with a completed and signed Travel Reservation & Information Form and a completed and signed Liability Release and Assumption of Risk Agreement are required in order to confirm your reservation. Upon receipt of your signed Reservation and Release forms and your deposit, we will, subject to availability, reserve your place on your selected safari. The balance of the safari price is due not later than 8 weeks prior to departure. Air travel details and the signed and completed Travel Insurance form is also due at this time. Upon receipt of your full payment, the signed Reservations and Release forms, signed by each guest, plus the completed and signed Travel Insurance Acceptance form, we will send vouchers, safari information, packing recommendations, pre-travel guidelines, etc.



## **Cancellation and Refund Policy**

Cancellations are only effective upon Africa Dynamic's receipt of written notification, signed by the client. If cancellation is made prior to 8 weeks before departure, your full deposit is forfeited. If your cancellation is made after the due date of full payment of your trip fare, additional charges will be levied and can be as much as 100% depending on destination, high season, etc. Should you fail to join a tour or join it after departure or leave it prior to its completion, no tour fare refund will be made. Some air fare may be non-refundable. There will be no refunds from Africa Dynamics for any unused portions of the tour. The above policy applies to all travel arrangements made via Africa Dynamics.

## **Insurance**

It is a condition of booking that the sole responsibility lies with the traveler to ensure that they carry the correct comprehensive travel and medical insurance to cover themselves, as well as any dependents and traveling companions, for the duration of the travel to Africa. The insurance should include coverage in respect of, but not limited to, the following eventualities: cancellation or curtailment of all or part of the trip, emergency evacuation expenses (mandatory), medical expenses, repatriation expenses, damage, theft or loss of personal baggage, money and goods. Africa Dynamics can take no responsibility for any costs for losses incurred or suffered by the traveler, the traveler's dependents or traveling companions, with regard to, but not limited to, any of the above-mentioned eventualities. Guests will be charged directly by the relevant service providers for any emergency services they may require and may find themselves in a position unable to access such services should they not be carrying the relevant insurance coverage. A Travel Insurance Acceptance form must be completed and returned to Africa Dynamics as a condition of travel.

## **Medical Information / Liability Release**

Participation on a safari or tour generally requires that you be in good health. All guests must understand that while a high level of fitness is not required, a measure of physical activity is involved in all African safaris and tours. It is essential that persons with any medical problems and/or related dietary restrictions make these known to us well before departure. Anti-malaria precautions should be taken, and these are the sole responsibility of the client. Any required inoculations must be recorded by the client's health practitioner on a valid vaccination certificate which the client must carry in his/her possession throughout. Africa Dynamics will not assume responsibility for the accuracy of any medical information. You should consult your doctor or pharmacist for up to date requirements and personal recommendations. By forwarding the tour deposit, the signed Reservations Booking Form and the signed Travel Participation Agreement, the traveler certifies that he/she does not knowingly have any physical or other condition of disability that would create a risk for his/her or other tour participants. A Travel Participation Agreement must be signed by each tour participant prior to commencement of travel to Africa. Participation by any traveler will be declined in the absence of the signed Travel Participation Agreement, with no tour fee refund.



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## **Assumption of Risk of Exposure to COVID-19**

By engaging in these Services, the traveler is aware and agrees to fully accept all known and unknown risks, including the potential risk of exposure to respiratory illnesses or other illnesses, diseases, or conditions, including but not limited to the coronavirus known as COVID-19. The coronavirus COVID-19 is primarily transmitted via exhaled respiratory droplets, most often through coughing, sneezing and breathing in close proximity to another person. These droplets can travel up to six feet and are more commonly transmitted between persons rather than from equipment to persons. As the traveler, you understand and agree that (a) COVID-19 is extremely contagious and there is an inherent risk of exposure to COVID-19 in any place where people are present; (b) no precautions, including the protocols that will be implemented as part of the trip, can eliminate the risk of exposure to COVID-19; (c) people of all ages and health conditions, including healthy young people, have been adversely affected by COVID-19; (d) certain people have been identified by public health authorities as having greater risk based on their age or underlying medical conditions; (e) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, and other short-term and long-term health effects, including death, regardless of a person's age or health condition.

## **Currency Fluctuation**

In order to keep prices as low as possible, we do not build into the price an allowance to cover possible increases from currency fluctuations. Therefore, as currencies do fluctuate constantly around the world, it may be necessary for us to raise the tour cost, at any time before final payment, if there are exceptional cost increases beyond our control. An increase in the tour price shall not be sufficient grounds for any refund or fees already paid for the tour. Destination countries may increase their VAT or other mandatory taxes from time to time. Some suppliers impose energy surcharges or other price increases. Any such increases will be applied to your total due at the time of final payment.

## **Airfares & Delays**

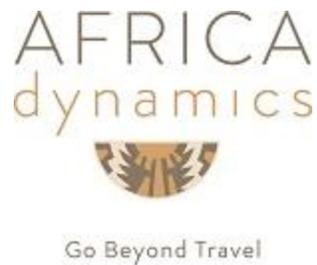
Airfares are subject to change without notice prior to ticketing. Africa Dynamics is not responsible for any airline schedule or airfare changes, cancellations, overbooking or damage or loss of baggage and property to the extent that such items are beyond its control. Any and all claims for any loss or injury suffered on any airline must be made directly with the airline involved and not Africa Dynamics. Air schedule changes may necessitate additional nights being added to your tour. Provided these schedule changes are beyond the control of Africa Dynamics, any resulting additional costs must be borne by the guest. Africa Dynamics cannot be held liable for any delays or additional costs incurred as a result of airlines not running to schedule.

## **Tour Cancellation**

Africa Dynamics shall not be responsible for occurrences that are beyond its control, such as strikes, wars, acts of God, acts of government or any other cause whatsoever, beyond its control, that may make operation of the tour impossible, illegal or inadvisable. Africa Dynamics is not responsible for any expenses incurred by tour members in preparing for the tour, including non-refundable or penalty-carrying airline tickets, special clothing, visa or passport fees, or other tour-related expenses.

## **Guide Replacement**

If a private guide is unable to lead a pre-scheduled safari due to illness, etc., Africa Dynamics and its operators in Africa reserve the right to substitute another guide.



## **Itinerary Changes**

Although every effort is made to adhere to schedules, it should be noted that our operators in Africa may be obliged to occasionally change routes and camps on safaris as dictated by changing weather or wildlife conditions. Seasonal rainfall, bush fires or other natural occurrences may bring about such conditions. Africa Dynamics shall not be held responsible for such itinerary changes as discussed above, provided such changes are beyond the control of Africa Dynamics. Such occasions are rare, and every effort is made to provide our travelers with this information well in advance of travel if possible.

## **Specific Accommodation**

While our operators use their best endeavors to ensure that all reserved accommodation is available as planned, Africa Dynamics shall not be held responsible for a refund either in the whole or part, if any accommodation or excursion is unavailable and a reasonable alternative, acceptable to the guest, is found. If the guest is unable or unwilling to use any alternative service provided in the itinerary, then there are no refunds due.

## **Luggage**

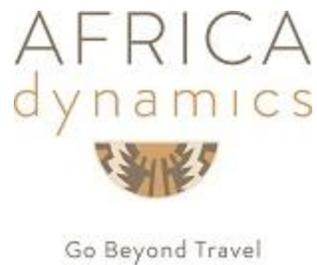
For safety and because space is restricted, baggage in the charter aircrafts commonly used to transport guest to and from safari camps is restricted to a maximum of 20 kg/44 lbs per person in a soft bag (Southern Africa). In some areas, in Southern and East Africa, this limit is 15 kg/33 lbs per person in soft bags. This includes camera equipment and carry-on baggage. Should guests arrive with excess baggage without prior warning, their baggage could be delayed, as our operators in Africa may then have to fly the baggage into camps at a later stage at considerable extra cost to the guest. However, should the guests know in advance that their baggage will exceed the limit, we can usually make arrangements to book an extra seat for the bags on the aircraft, at an additional cost. Where possible, and where guests are flying in and out of the same airport, storage facilities are offered.

## **Wild Animals**

Please be aware that our safaris may take you into close contact with wild animals. Attacks by wild animals are rare, but no safari into the African wilderness can guarantee that this will not occur. Africa Dynamics cannot be held responsible for any injury or incident on the safari. Please note that the majority of the safari camps are not fenced, and that wildlife may move freely in and around the camps. Always follow the safety instructions from the camp's staff with regards to moving to and from your tent and while on game activities throughout your safari.

## **Passports & Visas**

Many destinations 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 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. Africa Dynamics cannot be held liable for any visas and/or passports, which are invalid or not held by the guests, nor for the cost of any passports or visas. Please check with us for up-to-date passport requirements for the countries you are visiting. It is imperative that passports are valid for 6 months from departure date at the end of the trip, and that that on arrival in Africa, all passports have at least 2 adjacent blank visa pages (if more than 2 African countries are included in the itinerary, a minimum of 4 blank pages must be available in the passports).



## **Exclusions**

Exclusions vary by itinerary, and include insurance to cover for cancellation and curtailment, medical, baggage, money and emergency evacuation, beverages in certain areas, personal laundry at certain camps, gratuities to guides, drivers, paddlers and camp staff, any excursion not related to the safari, and optional meals or tours where specifically including in your itinerary cost.

## **Guest Representation and Consent**

The person making any booking with Africa Dynamics warrants that he or she has authority to enter into a contract on behalf of all other persons included in such booking and in the event of the failure of any or all of the other persons so included to make payment, the person making the booking shall by his/her signature thereof assume personal liability for the total price of all bookings made by him/her. The payment of the deposit or any other partial payment for a reservation or tour constitutes consent by all guests covered by that payment to all provisions of the terms and conditions contained herein whether the guest has signed the booking form or not. The terms, under which you agree to take these tours, cannot be changed, or amended except in writing signed by an authorized representative of Africa Dynamics.

## **Age Limits**

Please consult with us for the specific age policies at the safari camps on your itinerary. If anyone misrepresents their age, our operators reserve the right to terminate the tour without refund. Africa Dynamics cannot be held responsible for any refund in this situation.

## **Limitations of Liability**

This section defines Africa Dynamics responsibility with respect to all of our safaris, travel and tours booked for our guests, including extensions and independent arrangements. Please read it carefully.

Africa Dynamics, its owner and employees give notice that they act only as the agent for the owners, contractors, and suppliers providing means of transportation and/or all other related travel services and that they assume no responsibility, howsoever caused, excepting its own negligence or willful misconduct, for injury, death, loss, or damage to person or property, delay or change in air or other services, howsoever caused, irregularity, inconvenience or additional expenses in connection with any service resulting directly or indirectly from: defect of any vehicle, act of God, act of war, insurrection, revolt, terrorism, government restrictions and regulations, or other civil uprisings or disturbances, military action, quarantines, strikes, weather, sickness, wars, detention, annoyance, delays, thefts, pilferage, force majeure, wild animals, failure of any means of conveyance to arrive or depart as scheduled, travel advisories, discrepancies or changes in transit, hotel and other services over which it has not control, occurring in either the country of origin, destination or through passage, or through the acts or default of any third party company or persons engaged in conveying the passengers or in carrying out the arrangements of the tour, except for such losses caused by the negligence or willful misconduct of AD. AD may not be held responsible for loss or damage to luggage, before, during or after the tour program.



Upon advancement of deposit to Africa Dynamics, the traveler acknowledges that he/she has read and understands the above terms and conditions and agrees to be bound by them.

On advancement of tour deposit to Africa Dynamics, the traveler therefore agrees to be bound by the above terms and conditions. Africa Dynamics reserves the right to accept or decline any individual from participating on any of our tour programs for any reason. Africa Dynamics will never discriminate against any individual because of race, religion, sex, sexual preference, or nationality.

### **Liability Release and Assumption of Risk Agreement**

Please read the Booking Terms and Conditions carefully before signing. Each traveler must sign and complete a separate Liability Release form and return it to AD with the non-refundable deposit as quoted to you, if not previously paid, to secure the reservation/s.

### **Voluntary Participation and Assumption of Risk**

You acknowledge that you have voluntarily chosen to participate in the trip designated on the Travel Reservation & Information Form (or any agreed changes to the trip). In so doing, you acknowledge that you may be subjecting yourself to dangers and hazards, which could result in illness, injury, or death. You also acknowledge that there are inherent risks and dangers which may arise at any time during the trip. You are specifically familiar with and accept the risks of the dangers and hazards inherent in partaking in your trip and aware that medical services or facilities may not be available while participating in the trip. In order to partake of the enjoyment and excitement of this adventure travel trip, you are willing to accept the risks and uncertainty involved as being an integral part of your adventure. You agree to assume all risks of illness, injury, or death.

### **Release and Covenant not to Sue**

You understand that Africa Dynamics will contract with independent contractors to provide services on this trip, including transportation, travel services and guide services. You understand and acknowledge that Africa Dynamics has no control over and assumes no responsibility for the actions of any independent contractors, except for its own negligence or misconduct, and that no independent contractor has authority to make commitments for, or on behalf of Africa Dynamics. As partial consideration for your participation in the trip and for Africa Dynamics undertakings, you agree that neither you, nor any of your heirs, personal or legal representatives, nor family members will bring suit against Africa Dynamics, as a result of any acts or omissions by independent contractors, other than Africa Dynamics, involved in this trip. You hereby release, indemnify, and covenant not to sue Africa Dynamics, or its officers, directors, shareholders, agents and employees for any and all claims of whatever kind arising from your participation in the trip, including, but not limited to, personal injury, illness, death, damage or monetary loss, except for any such claims arising out of the negligent acts, omissions or misconduct of Africa Dynamics, or its officers, directors, shareholders, agents and employees involved with this trip.



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### **Arbitration**

Any controversy or claim arising out of, or relating to, this agreement or the performance there under, including without limitation any claim related to illness, injury or death, shall be settled by binding arbitration in the state of Washington, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then existing, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. This agreement to arbitrate does not waive or modify the liability release contained in the foregoing paragraphs.

### **Knowing and Voluntary Execution**

I have carefully read and understand the AD Booking Terms and Conditions, I have familiarized myself with all the information provided to me about this trip, and I agree to all stated conditions set forth in the Booking Terms and Conditions. I have also carefully read and agree to the terms and conditions of this agreement. I understand that it is a release of liability and a contract between myself and Africa Dynamics, and/or its contracted tour operators or affiliated organizations, and I sign this agreement of my own free will. This agreement is binding on my heirs, legal representatives and assigns.

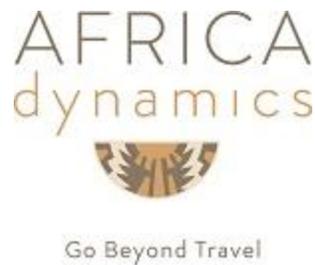
### **Integration and Severability**

Subject to the obligations and duties set forth herein, this Travel Participation Agreement and Covenant Not to Sue, the Travel Reservation & Information Form, and Travel Insurance Acceptance form, all of which are incorporated herein by this reference, express the full and complete agreement and contract of the parties hereto. In the event that an arbitrator or court of law declares any term or terms of these documents invalid, such declaration shall not affect the remainder of the terms of the agreement, which shall be valid and enforceable.

"If I am signing on behalf of a minor, I agree to release, hold harmless and indemnify AD for any claims of the minor."  
(If applicant is under 18 years of age, a parent or legal guardian must sign for the minor).

**Traveler Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Legal Name (please print):** \_\_\_\_\_



## Travel Insurance Acceptance

Please read the attached Booking Terms and Conditions carefully before signing. Each traveler must sign and complete this form and return it to us on or before the final payment due date (8 weeks prior to departure).

Dear Traveler:

Your upcoming trip is a significant investment which involves risks.

For this reason, Africa Dynamics strongly urges all clients to purchase a comprehensive travel insurance plan valid for the entire duration of their trip. This insurance should cover you for events such as trip cancellation, delay or interruption, lost or delayed baggage, emergency accident, illness and evacuation, 24-hour medical assistance, traveler's assistance, and emergency cash transfer.

The total premium will be based on each traveler's age and total per person trip cost. Please note that many insurers require that you take out a policy within 14 days of paying your initial deposit in order to provide coverage for any pre-existing medical conditions and certain other occurrences.

Please ask us for a complete description of the travel insurance benefits and assistance services we offer through the travel insurance. We will also include travel insurance in your trip quote upon request.

### Please Check One of the Following:

- I intend to, or have purchased a travel insurance policy through Africa Dynamics.
- I have decided to purchase a comprehensive travel insurance policy from another insurance company and have included details so you may confirm my/our coverage.
- Comprehensive travel insurance has been explained and recommended to me relative to my forthcoming trip. However, I have declined to purchase such insurance. I, the undersigned, accept full responsibility for, and will not hold AD responsible for any loss or expense incurred which would have been covered by the recommended comprehensive travel insurance.

**Traveler Signature:** \_\_\_\_\_

**Date #:** \_\_\_\_\_

**Legal Name (please print):** \_\_\_\_\_

**Trip Dates:** \_\_\_\_\_ **Insurance Company:** \_\_\_\_\_ **Policy #:** \_\_\_\_\_

**Insurance Company Phone Number (if not arranged by AD):** \_\_\_\_\_

**Thank you for traveling with Africa Dynamics!**