



PARTICIPATION AGREEMENT: TERMS AND CONDITIONS, RELEASE OF LIABILITY, ASSUMPTION OF RISK AND BINDING ARBITRATION

Traveler Name:

Trip Information:

As a condition of your participation on your safari arranged by Next Adventure, Inc (“Next Adventure”, “we” or “us”), you agree to the terms and conditions set forth in this document.

- 1. SAFARI & TOUR LAND COST:** Custom tours involve contracting with multiple vendors and travel service providers or a single destination management company to ensure the best value, smooth operations and monitoring of your safari and tour. The cost of these services and Next Adventure’s expertise and handling of your booking are reflected in the quoted safari land cost.

Your safari proposal specifies what is included in your land cost. Tours do not include passport, visas and associated fees; personal expenses such as laundry, telephone calls and Internet access; accident/sickness, trip cancellation, and baggage insurance; gratuities to tour 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 travel 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.

Destination countries increase their VAT taxes, park or other fees 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. Any such increases do not constitute grounds for cancellation without payment of applicable cancellation penalties.

Please note that we quote on a package basis and cannot break out costs for component services nor do we offer refunds for unused services.

- 2. RESERVATIONS, CONFIRMATION & PAYMENT SCHEDULE:** We require a minimum of \$300 as a non-refundable service fee to design a fully customized safari and tour itinerary and to reserve space provisionally on specific dates. This service fee will be deducted from your invoice upon booking, but is not refundable if you decide not to confirm the reservations.

In order to confirm your reservation, a non-refundable prepayment deposit of 30% of the total Tour cost, along with a completed and signed Participation Agreement and Credit Card Authorization Form (if paying by cc) is required.

The balance is due 70 days before your departure date or at the time of booking if your departure is less than 70 days away.

Please inquire as we may offer a cash discount if all payments are made by check or wire transfer. Any discount will be deducted from your final payment, but the full initial deposit must be remitted by check or wire transfer. Please make checks payable to Next Adventure, Inc or wire directly into our Trust Account. If safari land payments are not received on time your booking may be in jeopardy. Please note due dates specified on your invoice and allow time for your payment to reach our office if you mail a check. We reserve the right to cancel your reservations and impose cancellation fees if payment isn’t received within 10 days of the due date stated on your invoice.

- 3. TRAVEL INSURANCE:** We strongly recommend that you purchase trip cancellation insurance. In the event that you must cancel your participation in a Tour, trip cancellation insurance may be the only source of reimbursement. Trip cancellation insurance is available for coverage of various expenses in conjunction with cancellation due to illness or accident, and damaged or lost luggage.

In addition, medical evacuation coverage may be required as a condition of booking. The traveler is solely responsible for carrying comprehensive travel and adequate medical insurance to cover him or her throughout the safari.

4. **CANCELLATION POLICY, CANCELLATION & CHANGE FEES:** Cancellations for all or any part of the Tour will not be effective until received in writing in the offices of Next Adventure. Should you cancel, the following fees will apply:

If you cancel:

More than 70 days prior to departure

42 days to 69 days prior to departure

41 days or less prior to departure including no-show or early return

Cancellation fee is:

30% of Safari Land Cost

60% of Safari Land Cost

100% of Safari Land Cost

In all cases, airline cancellation or change fees may apply as well.

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.

Please also note that, once your travel arrangements are confirmed, change fees also apply to changes requested by you and such fees are commensurate with the time it takes to make them. Our minimum change fee is \$300 and this fee is in addition to any applicable cancellation fees imposed by vendors involved in your safari or tour.

5. **AIRFARE:** Airfare is subject to change and availability and, depending on the fare basis, likely is nonrefundable. Your airline ticket constitutes a contract between you and the airline, even if purchased through Next Adventure.
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 have weight and size restrictions on luggage. It is your responsibility to comply with all baggage restrictions.
7. **PASSPORTS, VISAS, and OTHER ENTRY REQUIREMENTS:** International travel requires a passport 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 for all travelers and/or negative test results, for example, for COVID-19. Please speak with us if you are unsure about the visa or entry requirements for your travel destination. You are solely responsible for complying with passport, visa, and other foreign entry requirements and vaccinations.
8. **RESPONSIBILITY AND ASSUMPTION OF RISK:** Next Adventure, its employees, shareholders, subsidiaries, affiliates, officers, directors, successors, and assigns (collectively "Next Adventure"), does 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 or operators, providers or organizers of optional excursions, food service or entertainment providers, etc. All such persons and entities are independent contractors. As a result, Next Adventure 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, Next Adventure 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, 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. In addition, I release Next Adventure from its own negligence and assume all risk thereof.

For important 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 Next Adventure 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 Next Adventure determines to detract from the enjoyment of the Tour by others. Specific room assignments are within the sole discretion of the lodge or hotel.

9. **CANCELLATIONS AND POSTPONEMENTS BY NEXT ADVENTURE.** Next Adventure reserves the right to change the itinerary, the lodges or hotels utilized or any Tour features at any time and for any reason, with or without notice, and Next Adventure shall not be liable for any loss of any kind as a result of any such changes. Next Adventure may cancel or postpone a Tour (or an option) for any reason whatsoever. 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 circumstances beyond its control, its sole obligation is to issue credits in the full amount of moneys paid to Next Adventure but only to the extent its suppliers are crediting Next Adventure with those monies paid by Next Adventure to them. Under no circumstances is Next Adventure obligated to refund the cost of any purchased travel insurance. Next Adventure 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. Next Adventure is not responsible for fees assessed by air carriers resulting from operational and/or itinerary changes, even if Next Adventure makes the flight arrangements or cancels or postpones the Tour. Next Adventure 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.
10. **FORCE MAJEURE:** Next Adventure assumes no responsibility for any personal injury, property damage, financial or other loss, accident, delay, inconvenience, or irregularity which may be occasioned by acts of God, acts or orders of government, epidemics, war, terrorist acts, riots, disaster, weather events, strikes or 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.
11. **PHOTO RELEASE:** You consent to our use of pictures or video of you in our marketing materials without compensation.
12. **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. Please understand that the Americans with Disabilities Act does not apply outside the United States.

We must know prior to booking if your party includes children under the age of 18 so we can recommend an appropriate itinerary. Certain camps and activities, like canoeing and walking or gorilla safaris, have age limits.

We will make reasonable efforts to accommodate the needs of our travelers; however, travelers requiring special assistance for their personal needs must notify us when booking for a determination of what assistance we can provide. In cases where we cannot accommodate a traveler's needs, persons requiring this assistance must be accompanied by a companion who is responsible for independently providing needed help. We regret we cannot provide special individual assistance to travelers with special needs for ordinary daily activities such as walking, dining

etc. or other special needs. In no instance will we or our suppliers physically lift or assist participants on to or off transport vehicles.

13. **MEDICAL PROXY:** If you are unable to authorize your own medical attention and treatment, you authorize Next Adventure or the tour suppliers to authorize medical attention and treatment on your behalf. You agree to hold harmless and release Next Adventure from any liability for medical attention arranged or not arranged on your behalf. Next Adventure assumes no liability regarding provision of medical care or evacuation services.
14. **REGISTRATION:** CST#: 2024489-40
15. **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 Next Adventure’s 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 Next Adventure or any of our foreign suppliers.
16. **CHANGES.** Changes in this Agreement may be made only in writing, signed by an officer of Next Adventure
17. **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, 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 and will take place in Berkeley, California]. 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 Next Adventure are waiving the right to a trial by jury.
18. **KNOWING AND VOLUNTARY EXECUTION:** 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. If my party includes a person under 18, then I represent that I am that person’s parent or legal guardian.

Name of Traveler:

Signature:

Date Signed:

Parent or Guardian of a Minor: I, as a parent or guardian of the above 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.