

## **Travel Agreement**

Africa Discovery/Dive Discovery Inc. and Participant, for and in consideration of the Deposit Payment and Tour Fare (as defined below) agree as follows (Note that a separate Travel Agreement must be executed for each participant):

### **DEFINITIONS**

As used in these Travel Agreement Terms and Conditions:

“**Tour**” shall be considered and used synonymous with: *trip, tour, adventure, adventure travel* and/or *safari*, all of which refer to the “Tour” being booked with Africa Discovery Travel. Parent company Dive Discovery Inc.

“**You**” shall be considered and used synonymous with: *client, guest, participant, member, passenger*, and *traveler* all of which refer to “You.”

“**Departure Date**” shall refer to the date your Tour is scheduled to begin.

“**Property**” shall be considered and used synonymous with: *camp, lodge, hotel, guesthouse, tent* or other *accommodation*.

“**Deposit Payment**” shall refer to the non-refundable deposit payment of 35% of the total Tour Fare necessary to confirm the Tour.

“**Balance Payment**” shall refer to any payment made after the Deposit Payment towards the total cost of the Tour Fare, including but not limited to, payment for accommodation at Tour Properties, excursions, airline tickets, internal flights and animal viewing permits. This may be a single payment or multiple payments as necessary to pay costs such as airline tickets as they become due.

“**Tour Fare**” shall refer to any and all funds paid in connection with any Tour, including, but not limited to the Deposit Payment, Balance Payment and any other fees.

“**Internal Flight**” shall refer to any airline flight taken within the destination country/continent.

“**Tour Leader**” shall refer to any person responsible for leading a Tour on behalf of or in conjunction with Africa Discovery.

“**Operator**” shall refer to any third party vendor who provides services in the destination countries including operators of Properties and those facilitating transfers, flights, expeditions and other aspects of the Tour.

“**Required Booking Documents**” shall refer to the Travel Agreement and Travel Information Form.

### **TRAVEL AGREEMENT TERMS AND CONDITIONS**

These terms, under which you the participant agree to take your Tour, cannot be changed or amended except in writing and signed by an authorized representative of Africa Discovery.

**1. RESERVATIONS AND PAYMENTS:** Standard policy for the majority of Africa Discovery’s third party Operators is that a provisional booking will be held for a period of 21 days only, after which a response is required on whether to confirm or release the space. Payment of the non-refundable Deposit Payment, along with a completed and signed Travel Agreement and Travel Booking Form (“Required Booking Documents”) are required in order to confirm your reservation. Upon receipt of the signed Required Booking Documents and the Deposit Payment, we will, subject to availability, reserve your place on your agreed upon Tour. The Balance Payment is due not later than 8 weeks prior to the date of

departure for your Tour ("Departure Date"). The signed and completed Travel Insurance Acceptance form is due no later than 8 weeks prior to the Departure Date. All prices are quoted in U.S. dollars and must be paid in U.S. dollars.

**2. CLIENT CANCELLATION AND REFUND POLICY:** Cancellations are only effective upon Africa Discovery's receipt of written notification, signed by the client:

A. Cancellation Before Eight (8) Weeks Prior to Departure Date. If cancellation is made more than eight weeks prior to departure date, your non-refundable 35% Deposit Payment is forfeited.

B. Cancellation After Eight (8) Weeks Prior To Departure Date. If your cancellation is made less than eight weeks prior to your departure date or should you for any reason fail to join a tour or join it after departure or leave it prior to its completion, no refund of any kind will be made. Africa Discovery recommend that you purchase travel insurance, including trip cancellation insurance, to protect you in case of this circumstance.

**3. NOT INCLUDED: (varies by Tour):** Items not included in the Tour Fare include, but are not limited to: insurance to cover for cancellation, curtailment, luggage, medical expenses, money, and emergency evacuation; beverages at certain Properties; laundry at certain Properties; gratuities to guides and Property staff; travel expenses not related to the Tour; optional meals specific to your itinerary.

**4. LIMITATION OF LIABILITY:** This section defines Africa Discovery's responsibility with respect to all of our Tours booked for our guests. Please read it carefully.

Africa Discovery, its owners, and employees and associated Tour Leaders give notice that third party Operators will provide the means of transportation and/or all other related travel services involved with your Tour. As such and with respect to you, the client, Africa Discovery assumes no responsibility for injury, death, loss, or damage to person or property, Tour delay, Tour cancellation, any change in air travel or other service 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 any other services over which it has no 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. Africa Discovery cannot be held liable for any loss or damage to luggage, before, during, or after the Tour. Africa Discovery reserve the right to accept or decline any individual from participating on any Tour for any reason.

**5. VOLUNTARY PARTICIPATION AND ASSUMPTION OF RISK:** I acknowledge that I have voluntarily chosen to participate in the Adventure Travel designated on the Travel Agreement (or a Tour I may change to). In so doing, I acknowledge that I may be subjecting myself to dangers and hazards, which could result in illness, injury, or death. I also acknowledge that there are inherent risks and dangers, which may arise at any time during the Tour. I am specifically familiar with and accept the risks of the dangers and hazards inherent in partaking in my Tour and am aware that medical services or facilities may not be available while I am participating in the Tour. In order to partake of the enjoyment and excitement of this Adventure Travel, I am willing to accept the risks and uncertainty involved as being an integral part of my Tour. I agree to assume all risks of illness, injury or death.

**6. RELEASE AND COVENANT NOT TO SUE:** As partial consideration for my participation in the Tour and for Africa Discovery's undertakings, I agree that neither I, nor any of my heirs, personal or legal representatives, nor family members will bring suit against Africa Discovery as a result of any acts or omissions by any Operator or independent contractor involved in this Tour. I hereby release, indemnify,

and covenant not to sue Africa Discovery or its officers, directors, shareholders, agents and employees for any and all claims of whatever kind arising from my participation in the Tour, including, but not limited to, personal injury, illness, death, property damage, or monetary loss.

**7. INTEGRATION AND SEVERABILITY:** Subject to the obligations and duties set forth herein, this Travel Agreement and Additional Information and Disclaimers expresses the full and complete agreement and contract of the parties hereto. In the event that a court of law declares any portion of this Travel Agreement invalid, such declaration shall not affect the remainder of the terms of the agreement, which shall be valid and enforceable.

**8. GOVERNING LAW:** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California. The Parties agree that venue will be in San Rafael, California.

**9. ATTORNEY'S FEES FOR BREACH:** Client agrees that in any proceedings with respect to 1) the enforcement of this agreement; 2) breach of this agreement; 3) collection proceedings, including bankruptcy adversary proceedings, regarding any judgment obtained arising out of this agreement; and/or 4) the charges and/or chargeback of any credit card transaction related to this agreement and any of the payments made thereunder ("Action") Africa Discovery shall be entitled to all costs and attorney's fees incurred.

**10. INDEPENDENT REVIEW:** I have carefully read and understand Africa Discovery Travel Agreement, I have familiarized myself with all the information, including the attached Additional Information and Disclaimers provided to me about this Tour, and I agree to all terms and conditions set forth in this Travel Agreement and the Additional Information and Disclaimers, which is incorporated by reference. I also certify that the Travel Information Form, which is incorporated by reference and made part of this Travel Agreement, contains accurate information. I have had the opportunity to have the Travel Agreement independently reviewed. I understand that the Travel Agreement includes a release and limit of liability and covenant not to sue Africa Discovery. I am signing this binding agreement of my own free will.

\_\_\_\_\_ {Initial if applicable} I am executing this agreement on behalf of a minor (enter child's name below). I am the parent or legal guardian for the minor and am authorized to enter this agreement for the benefit of the minor. I guarantee payment of the Tour Fare and costs incurred by and related to the tour booked for the minor.

**Please note that a separate Travel Agreement must be executed for each participant.**

**Participant Signature** \_\_\_\_\_ **Date:** \_\_\_\_\_

Name of Participant (please print) \_\_\_\_\_

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