



**ADAM CLEMENTS**  
**SAFARI TRACKERS**

TERMS & CONDITIONS  
Photographic Safaris

# ADAM CLEMENTS SAFARI TRACKERS TERMS AND CONDITIONS

Adam Clements Safari Trackers ("Company") is excited to work with potential clients ("Clients") on booking their hunts, safaris or other similar vacations ("Trips"). In order to book and confirm a Trip, each Client participating in the Trip must read, agree to and execute these Terms and Conditions, the attached Release of Liability and Assumption of Risk, and the Sales Contract, all of which are collectively referred to as the "Agreement." The Terms and Conditions set forth herein must be followed without exception. We hope your Trip becomes a wonderful memory and experience.

## 1. Reservations, Bookings and Payment for Trips

- 1.1 Reservations for Trips are only booked (confirmed) upon the payment of an initial deposit as set forth below:
  - (i) (a) If the Trip is booked more than 365 days in advance of the start date of your Trip, a twenty-five (25%) initial deposit of your total Trip cost must be made;
  - (b) Thereafter, an additional twenty-five (25%) payment of your total Trip cost must be made 365 day in advance of the start date of your trip.
  - (c) The remaining fifty percent (50%) of your total Trip cost must be made 90 days in advance of the start date of your Trip.
  - (ii) (a) If the Trip is booked less than 365 days in advance of the start date of your Trip, but more than 90 days in advance of the start date of your Trip, a fifty percent (50%) initial deposit of your total Trip cost must be made;
  - (b) The remaining fifty percent (50%) of your total Trip cost must be made 90 days in advance of the start of your Trip.
  - (iii) If the Trip is booked 90 days or less in advance of your Trip, one hundred percent (100%) of the total Trip cost must be paid in advance, and such Trip must be expressly agreed to by the Company.
- 1.2 If the full payment of your total Trip is not received 90 days prior to the start date of your Trip, the Company shall be entitled to treat your reservation as cancelled and retain all payments made to the Company as liquidated damages. In addition, the Company may in its sole discretion, apply other remedies set forth in Section 2 below.
- 1.3 Any reservation made within ninety (90) days of commencement of your Trip may be accepted provided space is available, payment in full is received, and all travel documents can be delivered before departure. The Company reserves the right to accept or reject any Trip booking during this time frame in its sole discretion.

## 2. Trip Cancellations & Refunds

- 2.1 Any cancellation of a reservation (booking) must be in writing and shall only be effective upon its acknowledged receipt by the Company. All Trips are subject to cancellation fees as follows:
  - (i) When a cancellation is effective three hundred sixty-five (365) or more days prior to the start of the Trip, a cancellation fee of fifteen percent (15%) of your total Trip cost will be assessed for each Client that cancels (this cancellation fee is referred to herein as the "Minimum Cancellation Fee"). To the extent possible, the Company will retain the Minimum Cancellation Fee from the deposits made by you or on your behalf to the Company and refund any remaining deposit monies to you.
  - (ii) When a cancellation is effective more than two hundred seventy (270) days prior to the start of your Trip but less than three hundred sixty five (365) days, in addition to the Minimum Cancellations Fee, an additional thirty-five percent (35%) of your total Trip cost will be charged to your account as cancellation fees. You will be refunded any deposit monies in excess of the total of these cancellation fees.
  - (iii) When a cancellation is effective less than two hundred seventy (270) days prior to the start of your Trip, the total costs of your Trip will be charged to your account as cancellation fees and no refunds will be made to you.
  - (iv) Note that in any instance above where sufficient dollars are not in your account to cover the cancellation fees as a result of you not making deposits when due pursuant to these terms and conditions or otherwise, you agree to be liable to the Company for the appropriate amount of any monies due such that the Company receives its entire cancellation fee as provided for above. For this reason, the Company strongly recommends that Client purchase Trip Cancellation insurance as set forth in Section 6 below.
- 2.2 If you are a "no show," the Company shall be entitled to treat your reservation booking as cancelled without having given the Company any notice, and the provisions of Paragraph 2.1 (iii) shall apply. In addition, you may be required to pay additional expenses incurred by the Company, Outfitters or Suppliers.
- 2.3 Any request to vary your reservation must be in writing and the Company's Agreement thereto shall be at its sole discretion. If the Company agrees to vary your reservation as requested, it reserves the right to

charge an administration fee, in addition to all other increases in rates and charges associated with the change, which shall be presented to you in writing and which is payable no later than seven (7) days after such notification. If at any time prior to departure or during a Trip a variation occurs in the number of participants, the Trip invoice will be revised to reflect these variations and will be subject to Paragraph 2.1 when applicable. By way of example, if you vary your Trip by decreasing the number of participants, cancellation fees will apply as noted in Paragraph 2.1 for the participant no longer participating, and the costs for the remaining participants may increase pursuant to the Company's published rate schedules.

- 2.4 No refunds are given for: (i) lost travel time or substitution of facilities, areas, camps and dates, (ii) itineraries amended after departure, (iii) circumstances arising beyond the Company's control, necessitating alternative arrangements be made to ensure the safety and/or further participation and enjoyment of your Trip, (iv) if you do not appear for any accommodations, service, sightseeing or trip segment without notifying the Company, or (v) if you leave your Trip after it has begun, miss any scheduled sightseeing, activities or accommodations.

### **3. Applicable Services and Duties**

- 3.1 The Company is not a Trip outfitter or guide services company. The Company purchases outfitting and guide services from independent suppliers of such services who are not subject to the Company's control ("Outfitter(s)"). The Company may also purchase ground and air transportation, hotel accommodations, restaurant services, photographic operators, and other miscellaneous services (together with the Services provided by Outfitters, the "Services") from various independent suppliers (together with the Outfitters, the "Suppliers") that are also not subject to the Company's control. BECAUSE THE SUPPLIERS ARE NOT SUBJECT TO THE COMPANY'S CONTROL, THE COMPANY CANNOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY DEATHS, PERSONAL INJURY, PROPERTY DAMAGE OR LOSS, OR ANY OTHER LOSS OR DAMAGE OF ANY TYPE THAT MAY OCCUR AS A RESULT OF THE SERVICES PROVIDED BY THESE SUPPLIERS OR BY REASON OF ANY OTHER EVENT OVER WHICH THE COMPANY HAS NO CONTROL.
- 3.2 The Services are provided by the Suppliers subject to the terms and conditions set forth in the rate sheets, brochures, information sheets, invoices, client contracts, sales contracts, tickets, orders, vouchers or other similar documentation, if any, ("Supplier Contracts"), that may be issued or presented to Client by the Suppliers in connection with their respective Services. The Supplier Contracts in use by the Suppliers, when issued, shall constitute the sole contract between the Suppliers and the Client regarding said Services. The Company has no control over said Supplier Contracts.
- 3.3 The Company and/or the Outfitter, as applicable, reserves the right to cancel any itinerary, or any part of it, to make such alterations in the itinerary as it deems necessary or desirable, to refuse to accept or to retain any person as a member of the Trip, at any time in its sole discretion, and to pass on to Trip members any expenditure occasioned by delays or events beyond its control. In case of any appreciable variation in its costs, the Company reserves the right to adjust its rates accordingly.
- 3.4 Air charters are contracted for, by the Outfitters with local carriers. The charters are not always private for your party only, and the Company does not control the rates, number of passengers or routing. The Client is responsible for transportation to and from their home to the designated point of their final destination. The Company is not responsible for any transportation cancellations, delays, changed schedules or any other type of Trip interruption or cancellation.

### **4. Trip Risks**

- 4.1 The Company draws your attention to the fact that there are certain inherent risks involved in participating in the type of Trips sold by the Company. You agree and understand that you participate in such Trips at your own risk, and that such Trips are inherently dangerous and life threatening.
- 4.2 You acknowledge and agree that it is your responsibility to take all appropriate medical advice prior to departure as to whether you are fit enough to undertake the Trip that you have booked. You are responsible for your own medical condition, care and treatment.
- 4.3 By accepting this Agreement, you acknowledge and agree that your Trip and adventure travel, whether in civilized or remote areas, by plane, train, auto, boat, horseback, other conveyance, or on foot, involves inherent dangerous risks of illness, injury, death or loss and damage of property, which may be caused by intentional conduct and negligence of yourself and/or others, forces of nature, and other causes known or unknown. You recognize that such risks may be present at any time before, during, and after the trip, and you hereby accept the same.
- 4.4 You acknowledge and agree that your participation on your Trip is conditioned upon, among other things, the signing of the Release of Liability attached hereto in favor of the Company and its representatives, owners and employees and Suppliers ("Release"). You warrant and represent that you have fully read the Release and agree to all the terms, conditions and waivers thereto.

### **5. Force Majeure**

- 5.1 "Force Majeure" means, in relation to the Company, any circumstances beyond the reasonable control of the Company (including, but without limitation, acts of God, explosion, flood, tempest, fire, accident, war or threat of war, terrorist attacks, sabotage, insurrection, civil disturbance, unrest, requisition, sickness,

quarantine, government intervention or hindrance of any kind, weather conditions or other untold occurrences). For the purposes of this Agreement with you, a Force Majeure event may also include a situation where government concessions for Trips once made available to the Company are no longer made available to the Company or are significantly restricted.

- 5.2 If the Company is affected by Force Majeure, it shall notify you in a timely fashion of the nature and extent of the Force Majeure.
- 5.3 The Company shall not be deemed to be in breach of this Agreement or otherwise be liable to you, because of delay in performance, or by nonperformance of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure.
- 5.4 If the Company is affected by Force Majeure it shall be entitled to and may in its sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to the Trip. Payment of any refund by the Company to you as a result of the non-performance of any of the Company's or Supplier's obligations hereunder shall remain in its sole and absolute discretion [See Section 2.1(iii)]. In all cases, the Company shall be entitled to deduct from any possible refund recoverable, the reasonable actual and potential costs to the Company or Outfitter of the Force Majeure.
- 5.5 In all circumstances where a Force Majeure event has occurred, once the Company has investigated the prevailing situation, as it deems fit, it shall remain in the Company's sole and absolute discretion whether to proceed with your Trip. If, after having made all reasonable and proper inquiries, the Company is of the opinion that your Trip may proceed, and you choose to cancel your Trip, no refund will be payable to you and the provisions of Section 2 (iii) shall apply.
- 5.6 As to international Trips, without limiting the other provisions of this Section 5, you acknowledge and agree that you are aware that travel warnings and advisories are issued on occasion for the country in which your Trip is booked. You further acknowledge and agree that the issuance of a travel warning or advisory does not give rise to an automatic right of cancellation for you. If a travel warning or advisory is issued prior to the start of your Trip or during your Trip, the Company will investigate the situation giving rise to the warning or advisory and will make a determination as to whether to proceed with your Trip consistent with Paragraph 5.5 above. If, after having made all reasonable and proper inquiries, the Company is of the opinion that your Trip may proceed, and you choose to cancel your Trip, no refund will be payable to you and the provisions of Paragraph 2.1 (iii) shall apply.
- 5.7 Because a Force Majeure event constitutes a Section 2.1 (iii) cancellation fee at all times, the Company strongly recommends that Client purchase Trip Cancellation insurance as set forth below.

## 6. Insurance Available to Client

The Company **strongly recommends and urges** that you obtain each of the following types of insurance, which are commercially available:

- Accidental death and disability
- Loss of personal effects
- Emergency medical evacuation
- Major Medical
- Trip cancellation

By accepting this Agreement, you acknowledge that you are not covered by any insurance whatsoever by the Company or the Outfitter; that the Company does not provide these types of insurance to you or arrange them for your benefit; that the Company has no obligation to provide these types of insurance for you; that the costs of these types of insurance are not included in your Trip costs payable to the Company unless expressly so stated on your invoice; and that it is your sole responsibility to provide for these insurance coverage's if you want to have them. In some instances, the Company may provide you with information regarding, or referrals to, providers of these various insurances policies. By accepting this Agreement, you acknowledge and agree that the Company is not liable to you as a result of the services provided to you by these insurance providers, or for their failure to provide services to you, or otherwise. The release and cancellation policies applies regardless of whether the Company has referred providers to you, arranged coverage on your behalf, or otherwise.

## 7. Surcharges and Gratuities

- 7.1 Although the Company hopes that it will not need to levy surcharges, it reserves the right to do so if this becomes reasonably and commercially necessary. The Company will endeavor to notify you in writing as soon as it is aware of any likely surcharge, and you must pay the amount of such surcharge no later than fourteen (14) days after written notification has been received (depending on the circumstances). If the surcharge is not paid within such time, the Company may constitute such non-payment as an act of cancellation on your part and the provisions of Paragraph 2.1 (iii) shall apply. Any refund made by the Company shall be in its sole and absolute discretion. For the purposes of this provision, surcharges may include, but are not limited to, additional costs levied by the government on Trips of your type, additional costs incurred by Suppliers as a result of new taxes, government charges, quotas and the like.

- 7.2 Gratuities for Professional Guides, camp staff and other interested and involved individuals are not required but are always welcome and appreciated, and in most instances serve as an important supplemental income source for said persons. Gratuities for Professional Guides can be handled directly between you and your Professional Guide. As camp staff are generally employees of the Outfitters, gratuities for camp staff should be made to the camp manager on behalf of the camp staff members.

#### **8. Disputes that Arise on Your Trip**

You agree that you and any minors that are traveling with you shall comply at all times with the instructions of the Company's representatives, the representatives of the Suppliers and the Outfitters. If you have any cause for complaint while traveling, you must immediately bring it to the attention of the Outfitter, and/or the Professional Guide assigned to your Trip, whichever is practical at the time of the incident that gives rise to the complaint. Either or both of these parties will attempt to resolve the situation. While the Outfitter, Professional Guide, or the Company, as applicable, will make every reasonable attempt to address your complaint in a manner acceptable to you, the Outfitter, the Professional Guide and/or the Company reserve the right to resolve the dispute in their sole discretion. No Client shall be accepted or be permitted to continue on a Trip while their status of mental or physical condition is (in the sole opinion of said representatives), such that it (i) renders them incapable of caring for themselves; (ii) makes them objectionable to other clients or staff; and/or (iii) results in them becoming a hazard to themselves or others. The Company nor the Suppliers will be responsible for expenses by such persons precluded from completing a Trip for any of these reasons, and the provisions of Section 2.1(iii) shall apply.

#### **9. Transportation by Land, Sea & Air**

Transportation by land, sea and air is subject to the terms and conditions of the carrier with whom you travel and to international conventions, some of which may limit liability. Land, sea and air travel are also subject to operational decisions of carriers and air and sea ports which may result in cancellations, delays or diversions, over which the Company has no control and for which the Company accepts no liability whatsoever. The Client bears sole responsibility for these incidents.

#### **10. Baggage**

Temporary or permanent loss of baggage, luggage, weapons, ammunition, and other personal effects is the responsibility of you or the carrier(s), and the Company has NO RESPONSIBILITY FOR ANY LIABILITY THEREUNDER.

#### **11. Travel Documents & Vaccinations**

It is your sole responsibility to ensure that passports, visas, travel permits, health certificates, inoculations, cites permits, and other documentation required for the Trip are obtained and are in order. It is your responsibility to pay any additional costs incurred either by yourself (or by the Company on your behalf) because of any failure by you to comply with such requirements. The Company will try and answer any questions you may have in this regard.

#### **12. Special Requests**

You must advise the Company in writing of any special requests (e.g. diet or facility) you may have when you submit your reservation to the Company. The Company will attempt to work with Suppliers to meet any such requests whenever possible. Certain special requests may incur procurement costs, which will be charged to your account. Any such charges will be communicated to you at the earliest opportunity.

#### **13. Marketing Materials**

All information provided in the marketing brochure and any advertisements, emails, web pages, or newsletters ("Marketing Materials") published by the Company is, to the best of the Company's knowledge, correct at the time it is published. The Company reserves the right to update and/or revise any information provided in the Marketing Materials at any time and without notice. The photographs reproduced and information provided in Marketing Materials depict typical scenes experienced and details on each destination, but the subject matter may not necessarily be seen or experienced while visiting that destination on your Trip.

#### **14. Use and Publication of Photography/Video**

The Company reserves the right without further notice to make use of any photography or video taken of you, minors traveling with you, or of any other aspects of your Trip by the Company, Outfitter or any other Suppliers for general purposes without payment to you and without your permission. If you make photographs of your own available to the Company or Outfitter, each reserves the right to make use of such photos at no cost to themselves. By providing such photographs or video to the Company or Outfitter, you grant a perpetual, fully-paid, non-exclusive, irrevocable license to use such photographs and/or video in the Company's or Outfitter's Marketing Materials or otherwise.

#### **15. Use of Non-Company Booking Agents**

- 15.1 If you choose to use a booking agent other than the Company, it will be instructed to forward deposits and other payments to the Company on your behalf. You acknowledge and agree that your booking agent is not our agent for the purposes of receipt of monies or otherwise and that there is no liability on our part unless and until we notify you (by way of a booking confirmation - sent to your agent with a copy to you) that the required deposits and fees for your Trip have been received by us. We will issue a booking confirmation to your agent immediately upon receipt of their payment(s) to us on your behalf.

Notwithstanding the use of said booking agent, each person participating in the Trip must still sign and abide by this Agreement in full. The Company has no control over said booking agent and Client release Company from any liability or damage of any type caused by said booking agent.

15.2 We are very proud of our relationship with booking agents throughout the world. To facilitate the reservation process for you, the Company requests each booking agent to provide its customers with thorough communications pertaining to their booking. Your agent has been provided with a list of recommended responsibilities to assist and inform you on matters such as required documentation, payment schedules and cancellation policies hereunder. We encourage each booking agent to assist you to the best of his/her ability in providing answers and information pertaining to your booking and to this Agreement.

15.3 When you choose to book your Trip with the Company through another booking agent, the booking agent is solely responsible for communicating and delivering all terms and conditions and relevant correspondence about your Trip to you. This includes, but is not limited to: (i) All travel, photographic dates;

- (ii) Rates;
- (iii) Governmental fees, and any increases thereof; (iv) Species;
- (v) Areas;
- (vi) Professional guides; (vii) Photographic extensions;
- (viii) Air charters and ground transportation; (ix) Hotels;
- (x) Insurance Coverages;
- (xi) Medical evacuation services; and
- (xii) This Agreement.

Said booking agents are responsible for the timely and full remittance of payments to the Company pursuant to Paragraph 1 and other applicable provisions of this Agreement. Any default in making such timely payments will result in cancellation or penalties as specified in Paragraph 2.1.

#### 16. General Terms

These Terms and Conditions, the Release and the Sales Contract (together, the "Agreement") govern the relationship between the Company and Client. No alteration to this Agreement may be made by any of the Company's employees, authorized representatives or agents, unless made in writing and executed by an authorized officer of the Company. An authorized officer of the Company shall make all decisions on matters subject to the Company's discretion. This Agreement shall be governed by the laws of the State of Texas (without regard to conflict of laws doctrine). Suit to enforce any provision of this Agreement or to obtain any remedy with respect hereto shall be brought exclusively in the applicable state courts of Lubbock County, Texas. You may not assign this Agreement or any rights obtained hereunder without the prior written approval of the Company, and such approval may be withheld in its sole discretion. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such holding shall in no way affect the remainder of this Agreement and said unenforceable provision shall be as though it were never included herein. Failure to enforce any of the terms or conditions of this Agreement shall not be deemed a waiver of any of the rights and privileges that a party has under this Agreement, nor should a waiver in one case constitute a waiver with respect to a later breach whether of a similar nature or otherwise.

We hope you have a wonderful and successful Trip.

By signing below, I certify that I have read these Terms and Conditions and the Release and the Sales Contract in its entirety, and fully understand and agree to the contents and term and conditions therein.

#### AGREED AND ACCEPTED:

**"Client 1"**

**"Client 2"**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# RELEASE OF LIABILITY AND ASSUMPTION OF RISK

**THIS AGREEMENT CONTAINS PROVISIONS WHEREBY YOU SURRENDER CERTAIN LEGAL RIGHTS. PLEASE READ CAREFULLY.**

I understand that I am required to read carefully and sign this Release of Liability & Assumption of Risk form (the "Release") before Adam Clements Safari Trackers ("Company") can accept a deposit confirming and booking my reservation for my Trip. I understand that the Company may assist or advise me with pertinent information regarding passports, visas, and international health requirements, but I agree that it is my responsibility to ensure that passports, visas, travel permits, cities permits, health certificates, inoculations, or other required documentation are obtained, current, and in order. The Company strongly urges and recommends that I obtain the following types of insurance coverage for my Trip, which I understand are commercially available:

- Accidental death and disability
- Major Medical
- Trip cancellation
- Emergency medical evacuation
- Loss of personal effects

I am aware that my Trip is an adventure travel and that whether it is in civilized or remote areas, by plane, train, auto, boat, horseback, other conveyance, or on foot, that it involves inherent dangerous risks of illness, injury, death or loss and damage of property, which may be caused by the intentional conduct or negligence of others, forces of nature, and other causes known or unknown. I recognize that such risks may be present at any time before, during, and after the Trip. I also recognize that the Company purchases outfitting services, transportation services, hotel accommodations and lodging, restaurant services, photographic services, and other services from various independent contractors and suppliers that are not subject to its control and therefore, the Company cannot be liable for any death, personal injury, property damage or other loss or damage that may occur due to any act or omission of such outfitter, contractor or supplier. I am also aware that medical services or facilities may not be readily available during the time I am participating in this Trip, and I accept this risk accordingly.

By signing below, I certify that I have read this entire document and fully understand its contents and the type of risks inherent in such trips. In consideration of, and as part payment for the right to participate in this Trip, and the activities, transportation, services, and food arranged for me by the Company, the Outfitters or the Suppliers. I ("Releasor"), agree on behalf of myself and any minors accompanying me to **INDEMNIFY, HOLD HARMLESS AND RELEASE** the Company, its officers, owners, employees, agents, associates, outfitters, contractors, service providers and/or suppliers ("Releasees"), for any accidents, claims, losses, damages or liabilities, including death, disability, injury or loss or damage to Releasor or Releasor's property, which might occur during the activities of this Trip, INCLUDING WITHOUT LIMITATION THOSE LOSSES ARISING OUT OF THE JOINT OR CONCURRENT, ACTIVE OR PASSIVE, NEGLIGENCE, GROSSLY NEGLIGENT ACTIONS, WRONGFUL ACTS, OMISSIONS AND OR STRICT LIABILITY OF RELEASEES. I EXPRESSLY WAIVE ANY SUCH RIGHT TO RECOVER FOR THESE MATTERS.

I EXPRESSLY ASSUME ANY AND ALL SUCH RISKS with respect to the activities and circumstances including but not limited to those described herein, and agree not to sue or make claim against Releasees on account of any such losses, claims, costs, liabilities, injuries or damages. Further, I agree not to claim the unenforceability of this Agreement or this Release. I agree that the foregoing obligation shall be binding upon me personally, as well as upon my heirs, assigns, executors and administrators, and members of my family, and shall also be binding upon any minors accompanying me on this Trip.

Each parent and/or guardian of a minor participating in the Trip must execute and deliver a separate Parent/Guardian Release for Minors ("Minor Release") before the Company can accept a deposit confirming such minor's reservation. If not already provided to you, the Minor Release is available on request from the Company.

**Releasor/Client 1:**

**Releasor/Client 2:**

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# MINOR RELEASE OF LIABILITY AND ASSUMPTION OF RISK

**THIS AGREEMENT CONTAINS PROVISIONS WHEREBY YOU SURRENDER CERTAIN LEGAL RIGHTS. PLEASE READ CAREFULLY.**

I understand that I am required to read carefully and sign this Release of Liability & Assumption of Risk form (the "Release") before Adam Clements Safari Trackers ("Company") can accept a deposit confirming and booking my reservation on my Trip. I understand that the Company may assist or advise me with pertinent information regarding passports, visas, and international health requirements, but I agree that it is my responsibility to ensure that passports, visas, travel permits, cities permits, health certificates, inoculations, or other required documentation are obtained, current, and in order. The Company strongly urges and recommends that I obtain the following types of insurance coverage for my Trip, which I understand are commercially available:

- Accidental death and disability
- Major Medical
- Trip cancellation
- Emergency medical evacuation
- Loss of personal effects

I am aware that my Trip is an adventure travel and that whether it is in civilized or remote areas, by plane, train, auto, boat, horseback, other conveyance, or on foot, that it involves inherent dangerous risks of illness, injury, death or loss and damage of property, which may be caused by the intentional conduct or negligence of others, forces of nature, and other causes known or unknown. I recognize that such risks may be present at any time before, during, and after the Trip. I also recognize that the Company purchases outfitter services, transportation services, hotel accommodations and lodging, restaurant services, photographic services, and other services from various independent contractors and suppliers that are not subject to its control and therefore, the Company cannot be liable for any death, personal injury, property damage or other loss or damage that may occur due to any act or omission of such outfitter, contractor or supplier. I am also aware that medical services or facilities may not be readily available during the time I am participating in this Trip, and I accept this risk accordingly.

By signing below, I certify that I am a parent or guardian of the minor(s) listed below and that I have read this entire document and the Agreement in total, and fully understand its contents and the type of risks inherent in such trips. In consideration of, and as part payment for the right to participate in this Trip, and the activities, transportation, services, and food arranged for me by the Company, the Outfitters or the Suppliers. I ("Releasor"), agree on behalf of myself and any minors accompanying me to **INDEMNIFY, HOLD HARMLESS AND RELEASE** the Company, its officers, owners, employees, agents, associates, outfitters, contractors, service providers and/or suppliers ("Releasees"), for any accidents, claims, losses, damages or liabilities, including death, disability, injury or loss or damage to Releasor or Releasor's property, which might occur during the activities of this Trip, **INCLUDING WITHOUT LIMITATION THOSE LOSSES ARISING OUT OF THE JOINT OR CONCURRENT, ACTIVE OR PASSIVE, NEGLIGENCE, GROSSLY NEGLIGENT ACTIONS, WRONGFUL ACTS, OMISSIONS AND OR STRICT LIABILITY OF RELEASEES.** I EXPRESSLY WAIVE ANY SUCH RIGHT TO RECOVER FOR THESE MATTERS.

I EXPRESSLY ASSUME ANY AND ALL SUCH RISKS with respect to the activities and circumstances including but not limited to those described herein, and agree not to sue or make claim against Releasees on account of any such losses, claims, costs, liabilities, injuries or damages. Further, I agree not to claim the unenforceability of this Agreement or this Release. I agree that the foregoing obligation shall be binding-upon me personally, as well as upon my heirs, assigns, executors and administrators, and members of my family, and shall also be binding upon any minors accompanying me on this Trip.

Each parent and/or guardian of a minor participating in the Trip must execute and deliver a separate Parent/Guardian Release for Minors ("Minor Release") before the Company can accept a deposit confirming such minor's reservation. If not already provided to you, the Minor Release is available on request from the Company.

**Printed Name of Minor(s):**

**Date of Birth:**

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**Releasor/Client:**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Relation to Minor(s)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date





# ADAM CLEMENTS SAFARI TRACKERS

112 Horseshoe Bend / Boerne, TX 78006

Phone: 210-698-0077/ Fax: 651-538-3698

Safari@safaritrackers.com / Adam@safaritrackers.com

[www.safaritrackers.com](http://www.safaritrackers.com)