### TO AFRICA TOURS & SAFARIS PASSENGER'S SAFARI REGISTRATION FORM

Each safari/ tour participant is required to complete this information form and return it to To Africa Tours & Safaris at the time of reservation (for minors' parent(s) can complete the form on their behalf).

Tour:	Departure/Arriv	al date	Departing / Arrival City		
Name (Last)	(Middle)	(First)	Gender: □ M □ F (Name <b>must be as shown on the passport)</b>		
Address					
City		State	Zip		
Telephone (W)	(H)		Email		
Nationality:		Date of Birth			
Passport No:		Expiration Date			
No. of blank visa page Please list any medica	I conditions/ allergies/Dietary				
Please list any medica	l conditions/ allergies/Dietary	Restrictions	:		
Please list any medica Will you be celebratin	l conditions/ allergies/Dietary	Restrictions	:		
Please list any medica Will you be celebratin In case of emergency j	l conditions/ allergies/Dietary ng a birthday or anniversary? please notify:	Restrictions	:		
Please list any medica Will you be celebratin In case of emergency p 1. Name	l conditions/ allergies/Dietary	Restrictions	:  Date:		
Please list any medica Will you be celebratin In case of emergency p 1. Name Telephone (W)	I conditions/ allergies/Dietary	Restrictions	: Date:		

Signatures imply above passenger has carefully read To Africa Tours & Safaris, Inc General Terms and Conditions accompanying this form. If a passenger is under 18 years, parental signature is required. I have received, read, understood and agree to the general terms and conditions applicable to this tour.

Signature \_\_\_\_\_

Date \_\_\_\_\_

To Africa Tours & Safaris, Inc.

2637 Slide Canyon Avenue • N. Las Vegas, NV 89081 • Phone #s (951) 454.1441 (702) 987 1510 | (866) 343.8297 Fax: (951) 639.0266 • website: <u>http://www.toafricatours.com</u> • Email: <u>safaris@toafricatours.com</u>

# TO AFRICA TOURS & SAFARIS INC. GENERAL TERMS AND CONDITIONS

### **RESERVATIONS, DEPOSIT AND PAYMENT:**

- All scheduled featured tours/safaris require a **deposit** of \$500 per person on land only land arrangements at time of reservations and **full cost** of the airline tickets and departure taxes upon confirmation.
- On customized only safaris/tour packages a deposit of 25% of the total or a minimum of \$1000 per person is required at the time of booking and **full cost** of the airfare and departure taxes upon confirmation.
- Final payments on land arrangements are due 60 days from the departure date.
- All airline tickets carry penalties for any changes made after the tickets are issued. Some of the tickets are **non-refundable** and non-changeable.
- On some promotional packages will require **full** payment at the time of reservations.
- Payment may be made by check or any major credit card. Payment is payable to **To Africa Tours and Safaris, Inc.**
- Bookings made **within 60 days** prior of departure full payment is required at the time of reservations.

**TOUR PRICES**: All tours prices include planning, handling, marketing and operational charges and are based on current rate of exchange, tariffs and taxes known at the time of posting the prices on the website or customizing the tour/safari. To Africa Tours & Safaris, Inc. reserve the right increase tour /safaris prices to cover increased costs, tariffs and taxes received after the prices were posted on the internet or quote on customized tour/safari to reflect fluctuations in the foreign exchange rates. To Africa Tours & Safaris, Inc is under no obligation to give breakdown of costs of the tour/safari posted on the website or customized programs.

ACCOMMODATIONS: Accommodation is based on double occupancy in hotels, lodges and camps in twin bedded rooms. To Africa Tours & Safaris, Inc reserves the right to substitute accommodation when necessary due to unforeseen circumstances or circumstances beyond To Africa Tours & Safaris, Inc. control, such as overbooking by hotels, lodges and camps or when proposed accommodations are not available at the time of reservations.

**SPECIAL REQUESTS**: Requests such as smoking/nonsmoking, adjacent or connecting rooms and special dietary needs should be advised at the time of booking. Please note that every effort will be made to secure your special request. However, these requests cannot be guaranteed. Single room occupancy is at additional as indicated on each tour/safari program and cannot be guaranteed.

**MEALS**: Meals are provided as specified in each tour/safari program and they are denoted as B=breakfast, L= lunch ad D = dinner.

EXCLUSIONS: Expenses and terms not mentioned in the website or customized programs are not covered, including but not limited to: passport, visa and immunization charges; meals other than stated; beverages such as tea or coffee not served with meals; alcoholic and soft beverages, bottled water, laundry and pressing service; items of a personal nature; baggage handling and transportation to any hometown airports from gateways listed and gratuities to van drivers/guides, departure taxes

**AIR TRANSPORTATION**: Sample airfares are shown in the website. All international and internal airfares featured are subject to change and carry penalties and surcharges, until payment has been received. To Africa Tours & Safaris Inc. will arrange the best price airfare available at the time of booking. Flight confirmation is based on availability. Fares are also available from other U.S. major cities. All domestic and international departures or arrival taxes, security charges and any type of taxes imposed by airlines, airports, and governments are not included. The amount of these charges will be passed on to each traveler at the time of booking. Taxes vary depending on the flight itinerary.

**AIRLINE SEATING:** Seating is solely under control of airlines. Your seating preference is on request basis and therefore **NOT** guaranteed. However, every effort will be made to secure your seating request. Some airlines do not do advanced seating and seats are assigned at the check-in counter.

**INSURANCE:** Purchase insurance covering medical, trip cancellation and interruption, and loss of baggage is mandatory for all To Africa Tours and Safaris Safari Participants. You can purchase insurance independently or your Travel Agent can assist or To Africa Tours can assist with travel insurance. Should you wish not to purchase the insurance you will be required to sign a decline form starting that you wish not to purchase insurance. To Africa

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**DOCUMENTS AND TICKETS**: Travel documents and tickets will be mailed or emailed to you 30 days prior to tour/safari departure, provided full payment, completed safari registration forms and Release of Liability forms have been received by To Africa Tours & Safaris, Inc.

**REVISIONS & CHANGES:** A fee of \$100 per person will be charged for any revision or alteration made after the booking is confirmed. Changes made within 59 days or less, cancellation fees may apply.

**LATE BOOKING FEE:** Fees of \$100 for additional communication and express mail expense may apply if reservations are made 60 days prior to the date of departure.

**CANCELLATION FEES**: Cancellations must be made in writing to To Africa Tours & Safari, Inc. Land prices are subject to the following cancellation charges based on number of days before the departure date.

- More than 60 days a cancellation fee of \$300 per person applies (*this amount may vary for customized tour/safari packages some deposits are non-refundable*)
- 59 and 21 days 50% of the tour/package cost
- Less than 21 days 100% of the tour/package cost
- Cancellation penalties on airfare are additional and will depend on the type/class of airfare and individual airlines terms and conditions applicable.
- There is no refund for any unused portions of the tour program once tour has commenced.

**PASSPORT & VISA:** A valid passport is required for all travelers and must <u>be valid 6 months</u> after return to U.S.A. At the time of printing, U.S. citizens require visas for Kenya, Tanzania, Zimbabwe, Zambia Mozambique and Egypt. Non-U.S. citizens should check with specific embassies or consulates for their requirements. Visa requirements may change without notice, thus we recommend, <u>all</u> travelers' check with the appropriate embassies or consulates to determine if any visas are needed. Where visas are required we strongly recommend they be obtained before departure. Securing visas is the responsibility of each traveler. It is of utmost importance that all travelers thoroughly check visa requirements before their intended date of travel. To Africa Tours & Safaris, Inc. and its agents <u>cannot</u> be held

responsible by travelers who do not meet visa requirements.

**IMPORTANT NOTE ON PASSPORT PAGES:** It is the responsibility of each traveler to make sure their passport is valid and has sufficient "**VISA**" pages to stamp entry/exit visas. Please note the last <u>3 pages</u> on the passport are "**NOT VISA**" pages; they are amendment pages, and thus visas cannot be stamped on these pages. There should be at least a minimum of 2 to 3 blank (unstamped) "**VISA**" pages for each country to be visited. Failure to have 2 blank (unstamped) "**VISA**" pages <u>you run the risk of being denied entry even when in possession of valid passport</u>.

**TRAVEL ADVISORIES AND WARNINGS**: It is the responsibility of the traveler to become informed on the most current travel advisories and warnings by refereeing to the US State Department's travel website at <u>www.travel.state.gov/</u> or call at 1(888) 407.4747. In the event of an active State Department Travel Warning against travel to the specific destination of the trip, should you still choose to travel, notwithstanding any travel advisory or warning, you assume all risk of personal injury, death or property damage that my arise out of the events like those advised or warned against.

HEALTH REQUIREMENTS: In order to enjoy your safari/tour, passengers must be in general good health. Our programs are intended for persons of reasonably good health and without physical disabilities which would create a hazard either for the passenger or other passengers. Therefore, it is imperative that persons with medical problems make them known at the time of booking or well in advance of the departure date. To Africa Tours & Safaris, Inc. and associated companies reserve the right to decline to accept any person as a tour/safaris participant at any time if in the sole judgment of such entities, a tour/safari participant is deemed by them to be medically unfit to travel. By forwarding deposit for the tour, you certify that you do not have any physical disability that might create a hazard for yourself or other tour participants. To Africa Tours & Safaris, Inc. and its associate assume no liability regarding the provision of medical care or any special medical accommodations. Our pre-departure information provides general recommendations for any inoculations or precautions required for the destination(s) booked. It is the responsibility of the traveler to check with their medical professional, local health clinics or Center for Disease Control in Atlanta for specific requirements.

**TOUR MEMBERSHIP**: In our endeavor to ensure congenial membership, we reserve the right to refuse the **Safaris Inc** 

To Africa Tours & Safaris, Inc.

application of anyone and/or to expel any tour/safaris participant whose conduct is incompatible with the interest and well being of the other tour/safari participants.

**AIRLINE RESPONSIBILITY**: The airlines concerned are not responsible for any act, omission, or event during the time passengers are not aboard their conveyance. The passenger contract in use by the airlines concerned when issued shall constitute the sole contract between the airline and the **purchaser of the ticket**. Flight delays and schedule changes are the sole responsibility of the airline.

**RESPONSIBILITY:** To Africa Tours & Safaris, Inc. cannot be held responsible for any additional costs incurred by the passenger due to missed, canceled or delayed flights. These costs will be borne by the tour/safari participant. By the acceptance of vouchers, contracts, or tickets, the tour/safari participant agrees to the foregoing and also agrees that neither To Africa Tours & Safari, Inc. or its affiliates shall not be or become liable or responsible for any loss, injury of damage of person, property or otherwise in connection with and accommodations, transportation, or other services, resulting directly or indirectly from acts of God, dangers incident to the bush, the sea, by fire, machinery, actual or intended wars, whether declared or not, hostilities, civil disturbances, strikes, riots, thefts, sickness, quarantines, medical or custom regulations, defaults, delays or cancellation or of changes in itinerary, from causes beyond the control of To Africa Tours & Safaris, Inc.

Anyone not utilizing the pre-arranged transportation or accommodation is responsible for the cost of any substitute transportation or accommodation. No change in the itineraries is expected, however To Africa Tours and Safaris, Inc. reserve the right to make changes if necessary. To Africa Tours & Safaris, inc. cannot be responsible for changes of itinerary.

The payment of the deposit or any other partial or full payment for a safari / tour reservation constitutes agreement and consent to all provisions of the conditions and general information contained in the website or customized itineraries.

**DISCLOSURE NOTICE:** Please be aware that during your participation in a To Africa Tours & Safaris, Inc tour/safari, certain risks and dangers may arise, including, but not limited to, the hazards of traveling in undeveloped areas, travel by boat, train, automobile, aircraft or other means of conveyance, the forces of nature, political unrest and accident or illness in remote regions without means of rapid evacuation or medical

facilities. Also be aware and clearly understand that To Africa Tours & Safaris, Inc. and the safari vendors will not have liability regarding provisions of medical care or the adequacy of any care that may be rendered.

#### YOU ARE VOLUNTARILY PARTICIPATING IN THESE ACTIVITIES WITH THE KNOWLEDGE OF THE DANGERS INVOLVED AND HEREBY AGREE TO ACCEPT ANY RISKS.

AS LAWFUL CONSIDERATION for the agreement with To Africa Tours & Safaris, Inc. to participate in such trips and activities you hereby agree that you will not make a claim against To Africa Tours & Safaris, Inc. or sue for bodily injury, emotional trauma, death and/or property damage, however caused, as a result of your participation in the safari/ tour. You therefore release To Africa Tours & Safaris, Inc. and its employees from all claims, actions, and demands that you may have for bodily injury, death, or property damage arising from your participation in a tour. This release of Liability and Assumption of Risk agreement is entered into on behalf of all members of your family including minors accompanying you. This agreement is binding on your heirs, legal representatives and assigns. If any portion of this agreement is unenforceable, the remaining portions shall remain in full force and effect.

See I release of liability form attached for safari participant (s) signature.

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To Africa Tours & Safaris, Inc.

#### TO AFRICA TOURS & SAFARIS, INC Release of Liability and Assumption of All Risks (Please read carefully: This is a legally enforceable waiver of rights)

I, \_\_\_\_\_\_\_\_acknowledge that I have voluntarily applied to participate in the trip designated on this application (or a trip which I may subsequently transfer to). I am voluntarily participating on the tour or expedition with the knowledge that travel to foreign countries and/or remote areas visited by this trip involve numerous risks and dangers including, but not limited to: the forces of nature, civil unrest, terrorism , roads, trails, hotels, vehicles, boats or other means of conveyance which may not be operated or maintained at standards common in the United States, high altitude, accident or illness without rapid evacuation or availability of medical supplies, the adequacy of medical attention once provided, physical exertion for which I am not prepared, consumption of alcoholic beverages, or negligence (but not willful or fraudulent conduct) on the part of To Africa Tours & Safaris, inc., or others. I acknowledge that the enjoyment and excitement of the adventure travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment and excitement, being a reason for my voluntary participation. I HEREBY AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE, AND ACCEPT ANY AND ALL RISKS OF DELAY, UNATICIPATED EVENTS, ILLNESS, INJURY, EMOTIONAL TRAUMA, OR DEATH AND VERIFY THIS STATEMENT **BY PLACING MY INTIALS HERE**:

**RELEASE:** I acknowledge that the cost of my To Africa Tours & Safaris, Inc. trip is based upon trip participants executing this Release of Liability and Assumption of All Risks. Therefore, as a lawful consideration for being permitted to participate on such trip (s), I hereby RELEASE AND DISCHARGE TO AFRICA TOURS & SAFARIS, INC, AND ITS AGENTS AND EMPLYEES FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM MY PARTICIPATION IN THE TOUR OR SAFARI. I agree that this release shall be legally binding upon myself, all minors under the age of 21 traveling with me, my heirs, successors, assigns and legal representatives, it being my intention to fully assume all the risk of travel and to release To Africa Tours & Safaris, Inc. from any and all liabilities to the maximum extent permitted by law. I understand that all applications are subject to acceptance by To Africa Tours & Safaris, Inc. and upon acceptance shall be deemed to have been entered into and to be performed in Las Vegas, Nevada. In the unlikely event a legal dispute should arise involving any subject matter whatsoever, I agree that the following conditions will apply: (a) the dispute will be submitted to a neutral third party mediator in Las Vegas, Nevada with both parties splitting equally the cost of such a mediator. If the dispute cannot be resolved through mediation the (b) the dispute shall be submitted for binding arbitration through the American Arbitration Association (c) the dispute will be governed by Nevada law, and (d) the maximum amount of recovery to which I will be entitled under any circumstances will be the land cost of my trip with To Africa Tours & Safaris, Inc.

**KNOWING AND VOLUNTARY EXECUTION:** I have carefully read and fully understand the contents and legal ramifications of this agreement as well as all the conditions as stated in terms and conditions, especially noting those regarding cancellation and refund policies, limitation of liability, and responsibility borne by trip participants. I understand this is a legally binding and enforceable contract and sign it on my own free will. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Signature of Applicant \_\_\_\_\_

\_\_\_\_\_Date: \_\_\_\_\_

**PARENT OR GUARDIAN OR MINOR:** I certify that I am the parent or legal guardian of the below named minor and hereby give permission for this minor to participate in the trip/safari. I agree individually and on behalf of my child to the terms above.

Name of minor applicableparent/guardian signature of ReleasePlease return signed release of liability s with your registration form and deposit or with final payment

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#### **CREDIT CARD CHARGE AUTHORIZATION FORM**

Travelers names(s)							
1.		4.					
2. 3.		5.					
3.		6.					
Safari/Tour Program: Travel Date:							
In lieu of my credit ca I hereby authorize <b>TC</b> I acknowledge the ch	rd imprint, I <b>) AFRICA TOUR</b> arges described I I agree to pay suc	nerein. The issuer of the cal	pplier to charge my credit card for t d on this item is authorized to pay	ravel expenses in the amount indicated. the amount shown as the total upon ning the use of such card. I waive my			
Type of card: Card Number:		□Master Card	□ American Express _ Date of Expiry:				
Security code (VISA/I	MC/DS -3 Digits o	on back of the card//AMEX-4	4 digits on the front of the card)				
Total Amount: \$	Dеро	sit: \$	Balance \$				
My Credit Card Billing	g Address:						
City:		Sta					
Phone (home):		(work):	(Mobile)				
Email:							
IMPORTANT NOTE: your credit card and y			on is required to charge your credit	card. Please copies of both sides of			
Signature of the card	holder:		Date				
Print name of cardholder:							
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\*Fax signed copy of this form and all supporting documents to 1(951) 639-0266 or email scanned copy to safaris@toafricatours.com

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