

LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

Please read the attached Booking Terms and Conditions & General Information carefully before signing. All guests must complete and sign this form and return it to us with a 50% non-refundable deposit to have a confirmed reservation. A separate form must be completed for each traveller.

Voluntary Participation and Assumption of Risk

I acknowledge that I have voluntarily chosen to participate in the trip designated on the Reservations Booking Form (or a trip 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 trip. I am familiar with and accept the risks of the dangers and hazards inherent in partaking in my trip and am aware that medical services or facilities may not be available while I am participating in the trip. In order to partake of the enjoyment and excitement of this adventure travel trip, I am willing to accept the risks and uncertainty involved as being an integral part of my adventure. I agree to assume all risks of illness, injury or death.

I VERIFY THAT I UNDERSTAND AND ACCEPT THIS STATEMENT BY PLACING MY INITIALS HERE: _____

Release and Covenant not to Sue

I understand that Explorer Safaris will contract with independent contractors to provide services on this trip, including transportation, travel and guide services. I understand and acknowledge that Explorer Safaris 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, Explorer Safaris. As partial consideration for my participation in the trip, and for Explorer Safaris' undertakings, I agree that neither I, nor any of my heirs, personal or legal representatives, nor family members will bring suit against Explorer Safaris, as a result of any acts or omissions by independent contractors, other than Explorer Safaris, involved in this trip. I hereby release, indemnify, and covenant not to sue Explorer Safaris, or its officers, directors, shareholders, agents and employees for any and all claims of whatever kind arising from my 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 Explorer Safaris or its officers, directors, shareholders, agents and employees involved in this trip.

I VERIFY THAT I UNDERSTAND AND ACCEPT THIS STATEMENT BY PLACING MY INITIALS HERE: _____

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 Republic of South Africa and as such, the laws of the Republic of South Africa and the jurisdiction of the South African Court govern the subject matter of the controversy. This agreement to arbitrate does not waive or modify the liability release contained in the foregoing paragraphs.

I VERIFY THAT I UNDERSTAND AND ACCEPT THIS STATEMENT BY PLACING MY INITIALS HERE: _____

Travel Insurance

Explorer Safaris strongly urges all its participants to purchase a comprehensive travel insurance plan valid for the entire duration of the trip. This insurance should cover participants for events such as trip cancellation, delay or interruption, lost or delayed baggage or travel documents, emergency accident, illness and evacuation, 24-hour medical assistance, traveller's assistance, and emergency cash transfer. I acknowledge that it is entirely my responsibility to ensure that I am adequately insured for the entire trip. I accept full responsibility for, and will not hold Explorer Safaris responsible for, any loss or expense incurred which would have been covered by the recommended comprehensive travel insurance.

I VERIFY THAT I UNDERSTAND AND ACCEPT THIS STATEMENT BY PLACING MY INITIALS HERE: _____

Knowing and Voluntary Execution

I have carefully read and fully understand Explorer Safaris' Booking Terms and Conditions. I have familiarized myself with all 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 Explorer Safaris, and/or its affiliated organisations. I sign this agreement of my own free will. This agreement is binding on my heirs, legal representatives and assigns.

I VERIFY THAT I UNDERSTAND AND ACCEPT THIS STATEMENT BY PLACING MY INITIALS HERE: _____

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

Participant Signature _____ date _____

Name of Traveller (please print) _____