

## Terms And Conditions

PLEASE PRINT THESE 2 PAGES, SIGN, AND MAIL TO PO BOX 13521, SAN LUIS OBISPO, CA 93406

### 1. TRAVEL INSURANCE:

You are required to purchase a comprehensive travel insurance policy to cover all aspects of your holiday including the loss of deposit through cancellation, loss of baggage and personal items, personal injury and death, inclement weather clause, pre-existing medical condition waiver (includes traveling parties and immediate family). Most insurance policies have the most complete coverage if purchased within 7 days of initial deposit/payment.

2. All clients must understand and comply with all guidelines and rules given by Wild Kingdom staff locally and abroad, verbal or written, as well as any contracted companies and their staff whether written or verbal. They are for your protection.

3. Wild Kingdom does not guarantee that clients will reach the top of Kilimanjaro. You will climb at your own risk, and pay the full fee even if you are brought down from the mountain for any reason.

4. If on safari, you will not be guaranteed that you will see specific animals (such as lions, rhino, etc...) because they are often not found due to scarcity or climatic conditions, etc.

5. Any medical attention or extra lodging due to accident/injury/sickness, will be billed to the client. Wild Kingdom has no obligation to pay for treatment, transport, or other expenses related to accident/injury/sickness.

6. I promise not to take pictures of Maasai people without specific permission from Wild Kingdom staff or it's subcontractors.

7. I will not exit a vehicle during safari tours without specific permission.

8. I will not drink water that is not bottled or properly treated.

9. I will obtain and use proper Malaria medication before, during, and after my travels to Tanzania as directed by a qualified physician. Malaria is a common illness in Tanzania. Avoidance is important. Use proper mosquito netting, repellent (containing Deet), and appropriate clothing. Wild Kingdom is not liable for illness due to Malaria.

10. I will not travel without having the appropriate visa, vaccinations, passport, and bodily health capable of such travel and activities.

11. Purchasing items of any kind on this tour is at your own risk. We warn against buying without the help of staff so that you avoid paying high prices, or purchase something that is not genuine (gemstones, hardwoods, etc.).

12. I will respect the culture and nation in which I am a visitor.

13. I will not bring illicit drugs, buy drugs of any kind, nor become intoxicated while on tour with Wild Kingdom.

14. Any criminal activity, or failure to comply with the laws of Tanzania, are your own responsibility. Wild Kingdom is not responsible for your actions.

15. A deposit of 40% is required at the time of booking and the balance at least 14 days prior to departure.

### 16. ALTERATION TO TOURS:

The company reserves the right to alter arrangements or cancel the operation of a scheduled tour should conditions necessitate. It also reserves the right to decline to accept or retain any person as a member of any tour at anytime, in which case an equitable amount will be refunded.

### 17. LUGGAGE:

Wild Kingdom shall not be held responsible for loss or damages to baggage.

### 18. ACCOMMODATION:

Sometimes hotel bookings change without notice. Wild Kingdom reserves the right to change hotel reservations where necessary.

### 19. CANCELLATIONS:

When the cancellation is made in a period of 30 days or more prior to the safari/tour, the 40% deposit is NON-REFUNDABLE UNLESS PRIOR TO WIRING OF FUNDS OVERSEAS because vendors (hotels) are unwilling to refund deposits made, but the remaining 60% of the full tour price will be completely refunded. When the cancellation is made in a period of less than 30 days prior to the safari/tour then the payment is NON-REFUNDABLE. Airfare is also non-refundable as it relates to Wild Kingdom, and is subject to the terms and conditions of the airline and/or travel agent who made the bookings. (Some exceptions may apply as deemed acceptable by Wild Kingdom.)

I accept all the dangers and risks of travel to Tanzania with Wild Kingdom Safaris and Cultural Tours including without limitation the risks described above and the possibility of personal injury including death, property damage, loss or expenses resulting there from. I acknowledge that the enjoyment and excitement of traveling to Tanzania is derived in part from traveling on or climbing slopes in mountainous terrain, or traveling through wild animal lands, and that the inherent risks contribute to such enjoyment and excitement.

I agree that, although the Releasees may take precautions to reduce the risks and increase the safety of a Tanzania tour, it is not possible for the Releasees to make your trip completely safe or free from risk.

I willingly accept all the risks and dangers and I willingly agree to the terms of this Agreement even if the Releasees are found in law to be negligent or in breach of a duty of care or any other obligation to me in the conduct of any Tanzania trip.

In entering into this Agreement I am not relying on any oral, visual or written representations or statements made by the Releasees with respect to the safety of Wild Kingdom Safaris and Cultural Tours other than what is set forth in this Agreement.

In case of death, I authorize Wild Kingdom Safaris and Cultural Tours to contact family and to make decisions regarding the bodily remains. In case of injury or sickness that impairs a person's ability to speak or reason, I authorize Wild Kingdom staff to make decisions regarding treatment.

I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions of this agreement shall remain in full force and effect.

I confirm that I have read and understood this Agreement prior to signing it and agree that this Agreement will be binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my mental incapacity or death.

### Waiver Agreement

PARTICIPANT AGREEMENT - RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS - WARNING: BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS. (PLEASE READ CAREFULLY)

I WAIVE ANY AND ALL CLAIMS that I have or may in the future have against and RELEASE FROM ALL LIABILITY AND AGREE NOT TO SUE Wild Kingdom Safaris and Cultural Tours (referred to as "Wild Kingdom") and his/her/its shareholders, directors, officers, employees, agents, assistant guides, instructors, independent contractors, subcontractors, and representatives for any loss, property damage, expenses, or personal injury (including death) that I may suffer, or that my next of kin may suffer as a result of my participation in a Tanzania tour DUE TO ANY CAUSE WHATSOEVER ON THE PART OF THE GUIDES, THE PERSONNEL, OR WILD KINGDOM SAFARIS AND CULTURAL TOURS.

I AGREE TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any loss, property damage and personal injury (including death) resulting from my participation in a Wild Kingdom tour of any kind.

I AM AWARE THAT THIS SAFARI AND/OR MOUNTAIN TREK HAS/HAVE CERTAIN DANGERS AND INHERENT RISKS, SOME OF WHICH INCLUDE:

ALTITUDE SICKNESS, RESPIRATORY PROBLEMS OR HEART ATTACK, FREEZING/FROSTBITE, ROCK FALL, ICE FALL OR CORNICE FALL - which occasionally occur and may be caused by natural forces including altitude, poor health, slope, snow, ice, wind, rain, rock or glacier instability, or by changing weather conditions, or the failure for any reason of the Releasees to predict whether the terrain is safe, or where or when an avalanche, weather change, ice fall, or rock fall may or may not occur;

MOUNTAINOUS AND STEEP TERRAIN - where a fall, whether roped or un-roped, may cause injury or death. In addition, the areas for mountain trekking have steep or vertical slopes, overhangs and cornices that in their natural state have inherently dangerous obstacles and hazards. Some of these obstacles and hazards include glacier crevasses, rocks and boulders, tree wells, tree stumps, forest deadfall, still and moving water, holes and depressions, and varying and difficult snow and climbing conditions. These mountainous areas have dangerous man-made obstacles and hazards that may include roads, steep trails, fences, bridges and other structures. The areas used may have not been traveled previously and are not regularly patrolled or examined. I acknowledge I may become lost or separated from the Personnel or my companions because of weather, forested areas, and wild and rugged terrain;

WEATHER - weather conditions can be extreme and can change rapidly without warning;

WILD AND/OR POISONOUS PLANTS, ANIMALS, AND INSECTS - which are unpredictable in nature and may affect or attack travelers;

CONDUCT OF RELEASEES - the conduct, including NEGLIGENCE, of the Releasees;

ILLNESS - which may be caused, among other things, by altitude, untreated water, plants and animals, or the difficulty of maintaining hygiene;

PROXIMITY OR QUALITY OF MEDICAL CARE - which may not be readily available or effective;

AIRPLANE OR OTHER MOTORIZED VEHICLE - additional risks are posed by mechanized travel in Tanzania due to mechanical failure, operational error and changeable weather conditions;

CHOICE AND USE OF EQUIPMENT - mountaineering and/or safari equipment that may or may not have defects or qualities that make it suitable for varying conditions.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name and Address of Witness

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

\_\_\_\_\_  
Print Name and Address of Applicant

Date \_\_\_\_\_  
Version: February 2, 2009

Dates of Tour \_\_\_\_\_