



# RELEASE OF LIABILITY AND ASSUMPTION OF ALL RISKS

**PLEASE READ CAREFULLY: THIS IS A LEGALLY ENFORCEABLE WAIVER OF RIGHTS**

I \_\_\_\_\_  
*Please include the names of all travelers under the age of 18*

Voluntarily apply to participate on a trip (TRIP NAME :.....) under the arrangements of Finch Travels Ltd, hereafter referred to as "the Company," of P.O. Box 299-00502, Karen Park, Karen, Nairobi, Kenya. The terms and conditions of all agreements made with the Company shall be subject to and governed by the laws of Kenya with knowledge that travel to Africa and/or remote areas visited by this trip involves numerous risks and dangers including, but not limited to: accommodations, roads, trails, vehicles, aircraft, or other means of conveyance which are not maintained or operated to standards common in Europe and the United States; high altitude; forces of nature; civil unrest; terrorism; accident or illness in remote regions without means of rapid evacuation or availability of medical supplies and facilities; the adequacy of medical attention once provided; physical exertion for which I am not prepared; consumption of alcoholic beverages. I understand that The Company will have no liability regarding the adequacy of any evacuation plan, medical care, equipment or supplies that may be provided. I agree to be responsible for my own welfare, and the welfare of my minor dependents traveling with me, and accept any and all risks of delay, unanticipated events, illness, injury, emotional trauma and death.

**Responsibility:** I understand the responsibility of The Company is strictly limited. The Company organizes, promotes, and sells tour programs consisting of certain travel services, including but not limited to surface transportation, excursions, and accommodations which The Company purchases or reserves from various suppliers in my behalf. I am aware, and I clearly understand, that the suppliers providing accommodation, air and water travel services are independent contractors and are not agents or employees of The Company. Therefore, I understand that The Company is not responsible for the willful or negligent acts and/or omissions of such suppliers or of any air carrier or their respective employees, agents, servants or representatives including, without limitation, their failure to deliver or their partial or inadequate delivery of services. All coupons, receipts and tickets are issued subject to the terms and conditions specified by the suppliers, and/or air carriers. Some suppliers may require additional signatures on their own release.

**Release of Liability:** By utilizing the travel services of these independent suppliers, I hereby release and discharge The Company and its owners, employees, agents and representatives from and against any and all liability, actions, causes of actions, suits, debts, demands that I may have for any injury, costs, property damage, personal loss, or death to me, or those traveling with me, in connection with any accommodations, transportation or other travel services, or resulting directly or indirectly from any occurrences or conditions beyond the control of The Company, including but not limited to, acts of terrorism, war, human error, breakdown in equipment, strikes, theft, delay or cancellation of (or changes in) itinerary or schedules. I understand that any legal claims which have, or may arise out of, or in connection with, travel services arranged through The Company must be taken up directly with the actual provider of services. This waiver specifically includes giving up any right I may have to sue The Company for negligence for services rendered by the actual providers of services. This release of liability and assumption of all risk shall be legally binding upon myself, all minors under the age of 18 traveling with me, my family, heirs, administrators, executors, legal representatives and assigns. I understand that all applications are subject to acceptance by The Company. In the unlikely event of any controversy or claim arising out of or relating to this Agreement, or the making, performance or interpretation thereof, I agree that the maximum amount of recovery to which I will be entitled from The Company under any and all circumstances shall not exceed the amount of its fee for professional services, less actual expenses incurred in arranging my travel. If I, or any of my heirs, or anyone acting on their own in my behalf, should bring such suit, I/they shall pay all attorney fees, related court fees and defense costs should I/they not prevail. Should any part of this contract be found invalid or not enforceable by a court of law, then the remaining portion shall continue to be valid and in force.

**Knowing and Voluntary Execution:** My signature below certifies that I have carefully read and fully understand the contents of this agreement including the Terms and Conditions. On the advance of a deposit to The Company the depositor, his or her family and heirs agree to be bound by The Company's Terms and Conditions.

I understand this is a legally binding and enforceable contract and sign it of my own free will.

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Signature (1)                      Date                                      Signature (2)                      Date

*Both parents or guardians must sign for children under 18 years of age.*



## TERMS AND CONDITIONS

### Booking a Safari and Payment

When enquiring about travel, check on availability of places on any trip, and we will hold open such places for two weeks without obligation (unless the enquiry is within eight weeks of departure). Early reservations are encouraged to confirm your space and secure the best airfares. Reservations are accepted after we receive a duly filled Booking Form signed by each adult 18 years or older and a deposit of between 30% and 40% of the total trip cost, depending on the trip. The principle trip balance is due 60 days prior to departure of any trip in Kenya or Tanzania. Failure to deliver complete payment 30 days prior to departure will be considered notification of cancellation by default and is subject to cancellation charges as stated below. A contract exists when we issue written confirmation of your booking. We reserve the right, at our discretion, to refuse any booking.

Payments may be made by credit card or wired directly to our account. External factors beyond our control, such as exchange rates, national park fees, and government-imposed taxes might affect travel costs. We reserve the right to impose any such surcharges on the cost of the trip. However, should such increases be greater than 10% of the cost of your trip, we will inform you, and you may cancel your trip within seven days of notification and receive a full refund of deposit paid.

### Cancellations and Refunds

#### Trip Cancellation by Client

If you must cancel before departure, money will be returned less the cancellation fees charged by The Company plus any additional nonrefundable cancellation fees and payments already advanced to airlines, hotels and local operators. Cancellation must be in writing signed by the person whose name and signature appear on the Booking Form.

The Company's Cancellation Fees are:

- If you cancel 61 days or more before departure, we will impose a penalty of \$100.
- If you cancel 31-60 days, we will return 75% of your deposit.
- If you cancel 30 days or less before departure, we will Charge 100% of your trip cost

\*Note: Cancellation 31-60 days usually results in additional penalties charged by local hotels, operators and airlines, occasionally as much as 100% of their cost. No partial refunds are possible for any unused portion of your trip. Penalties on airline tickets are subject to the individual air carrier's rules and regulations. Departure is defined as the date indicated on your Trip Schedule. Cancellation fees are based on the date your written notification is received by The Company.

#### Trip Cancellation by the Company

If we are forced to cancel your trip for reasons beyond our reasonable control (force majeure), we will offer you the choice of a refund less nonrefundable cancellation fees and payments already advanced to airlines, hotels and local operators or an alternative trip. The Company will accept no liability for costs you incur for anything other than the monies paid to us for the trip. We strongly advise you to take out travel insurance to cover such potential losses through cancellations or interruptions.

### Itinerary Changes

The Company will endeavor to make every reasonable effort to adhere to its itineraries. However, as our client, you must realize that the nature of adventure travel in Africa might require unprecedented changes in travel plans for which The Company accepts no responsibility. If you request or require itinerary changes, you might be liable for costs we incur to facilitate your requests or requirements (see Insurance below). Normally, we include the cost of all guides, leaders, entrance fees, permits, accommodations, transportation, and most meals as stated in the planned itinerary. Vegetarian and special diets can usually be accommodated. The cost of the trip includes profit and charges incurred by The Company for research, itinerary development, reservations, office administration and pre-departure information services. Quoted costs represent a complete package price; itemized individual costs are not available.

Costs not normally included in the price are medical expenses, costs of hospitalization, visas, international airfares and taxes. If a trip must be extended or an itinerary modified due to weather, road conditions, lack of transportation, political or civil unrests, medical emergency or other causes beyond our control, the associated costs including any non recoverable costs are not included in the trip rates or refunds. In such circumstances it is your responsibility to pay directly for actual extra costs in the field (i.e. food, transport, accommodations, etc.). Carry extra traveller's checks and credit card for contingencies and obtain trip insurance.

### Risk Acceptance

Adventure travel in Africa involves potential risks, which might include, among others, accident; injury, disease, or death; loss of property; and inconvenience, delays, or discomfort. The Company will not be liable for the consequences of strikes, industrial action, wars, civil strife, terrorism, adverse weather, natural disasters, other

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untoward occurrences, or uninsured loss of your property. Please understand that you must accept these potential hazards and that the Company will not be liable for any such risks or claims.

#### **Insurance and Medical Requirement**

As a condition of booking, you must be adequately insured for your trip. The time and expense that you have put into planning and paying for your trip warrant protection through the purchase of travel insurance. This insurance should provide coverage for personal accident and medical expenses, including repatriation, and we strongly advise you to take coverage for cancellation, curtailment, and loss of property. The Company will not be liable for loss or damage to luggage while you are on safari. Please carry with you a copy of your insurance certificate or certificates, and leave a copy with a relative in your country of origin.

Good physical and mental health is essential for the enjoyment of any outdoor trip. You may travel in rugged areas removed from modern medical facilities. Good physical conditioning is recommended as preparation for all trips, especially those involving trekking. By forwarding the deposit and signed Booking Form, the passenger certifies that he/she does not have any physical or other condition of disability that would create a hazard for him/herself or other passengers. It is essential that any participant with a medical condition requiring regular treatment or which may be affected by vigorous activity, high altitude, heat, cold, other natural phenomenon, or particular foods, notifies The Company and the trip leaders, in writing in advance of travel. The Company assumes no liability for medical care or for special dietary requirements. Participants may be required to furnish a doctor's statement of good health. The judgment of The Company or guide shall make the ultimate determination of an individual trip participant's fitness to embark upon, or to continue a trip. Once a trip has been confirmed medical circumstances will not be considered as exceptions to our cancellation policy. All participants must be covered by a current medical insurance policy applicable for overseas travel for the duration of their trip.

#### **Accommodations**

Unless a specific accommodation is requested, we reserve or recommend the best available, reasonably priced, charming hotels/lodges with private bath, hot water, good service and value. Prices are based on two persons sharing a twin-bedded room. Established camping safaris feature full size walk-in tents for two persons with cot-style bedding or sleeping pads. On trekking and camping trips, tents, sleeping pads, wash basins; toilet tents, cooking equipment, lanterns, and portering gear are provided. Participants must furnish their own clothing, day pack, sleeping bags and duffel bag. The Company reserves the right to substitute equivalent or

#### **Single Supplement**

Single supplement is the additional cost of a single traveler not sharing a room in double occupancy. If you request single accommodations you will be charged the single supplement.

#### **Safari Guides**

Our safari guides are there to ensure that your trip runs as smoothly as possible. At all times, they will act in the best interests of the group. Should the behavior of any member of the group jeopardize the safety and wellbeing of the group, the safari guide or any other company representative, may ask that member to leave without recourse to refund. By signing the booking form, you indicate acceptance of the safari guide's authority to make such decisions affecting the group and individuals.

#### **Complaints**

If you have a complaint against The Company, first inform the safari guide or relevant company representative while on the trip so the complaint may be addressed and, when possible, dealt with to your satisfaction. You must make any further complaint in writing to The Company within 14 days of the end of the trip.