



Terms & Conditions

Deposit

A deposit of \$2,500 on the trip price is required to confirm an individual participant's spot on a single tour.

The deposit is non-refundable except as described below.

Air Safaris International Inc. (ASII) reserves the right to cancel any tour if it does not receive the minimum number of participants/deposits that it determines is required to confirm the booking of the tour.

Payment

Full payment of the balance of the trip price is due 90 days prior to the tour start date. Payment is non-refundable except as described below.

Cancellation by Client

If a client cancels their participation before the tour start date, the following refund schedule will apply:

- *90 days or more prior to start date, ASII retains the deposit*
- *30 to 89 days prior to start date, ASII retains 50% of the trip price*
- *29 days or less prior to start date, ASII retains 100% of the trip price*

Cancellation by ASII

If ASII cancels the tour due to an insufficient number of participants/deposits received, ASII will refund 100% of the deposits received.

Cancellation due to Force Majeure Event

If the tour is cancelled due to a Force Majeure situation, i.e., acts of God or other events beyond the control of ASII, clients will receive a refund of payments made, less any non-recoverable payments made by ASII to suppliers.

Insurance

Clients are encouraged to purchase comprehensive travel insurance, including trip cancellation, emergency health and medical insurance, to protect themselves against the cost of unexpected trip, emergency and medical expenses during their tour.

Weather Delays

ASII routes are designed to minimize the effect of weather delays on the trip. In spite of this built-in flexibility, weather delays may generate additional costs that are not included in the trip price. While ASII will do its best to mitigate these extra costs, clients are ultimately responsible for these weather-related costs so some additional costs may be charged to the clients. The Tour Director will provide a breakout of these additional costs.

Release of Liability and Waiver of Claims Agreement

All participants in an ASII tour will be required to read, agree to, and sign the attached Release of Liability and Waiver of Claims Agreement, prior to the commencement of any ASII tour, agreeing to assume all risks, hazards and dangers of any kind arising from their participation in an ASII tour and waiving all claims against ASII for any loss, damage, injury including death, that they (or persons claiming through them) may suffer as a result of their participation in an ASII tour.

DATE: _____, 20____.

I confirm that I have read and accepted the above Terms & Conditions:

Signature Participant #1

Signature Participant #2

Printed Name

Printed Name

Release of Liability and Waiver of Claims Agreement

BY SIGNING THIS AGREEMENT YOU WILL WAIVE OR GIVE UP CERTAIN RIGHTS TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.

To: Air Safaris International Inc. ("ASII"), its officers, directors, agents, contractors, and employees, and their respective heirs, executors, assigns, and representatives (all of whom, including ASII, are hereinafter referred to as "the Releasees").

ASSUMPTION OF RISKS

I am aware and understand that the Releasees are in the business of arranging and guiding self-fly adventure vacation tours and related activities in remote destinations around the world ("ASII tour") and that my participation in an ASII tour involves a number of risks, hazards, and dangers, including, but not limited to, the risk of (a) loss of or damage to my personal property; (b) accident or illness in remote places without medical facilities; and (c) sickness, bodily injury or death to myself. These risks may arise from a number of sources, including but not limited to, the aircraft and equipment used during an ASII tour; errors, omissions and/or negligence on the part of the pilots flying the aircraft, including the Pilot in Command, third parties and participants other than myself involved in the ASII tour; and errors, omissions and/or negligence on the part of the Releasees.

I hereby acknowledge, freely accept, and fully assume all risks, hazards, and dangers arising from my participation in an ASII tour, including as described above the risk of property damage, personal injury, and death to myself, and any and all other losses resulting therefrom.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY

In consideration of the Releasees accepting my participation in an ASII tour, I hereby agree as follows:

- 1. TO RELEASE FROM LIABILITY AND WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against **THE RELEASEES** from liability for any loss, damage, expense or injury including death that I may incur or suffer as a result of my participation in an ASII tour due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, including any duty of care owed under any applicable occupiers' liability legislation on the part of the Releasees, and also including the failure on the part of the Releasees to take reasonable steps to safeguard or protect me from the risks, hazards, and dangers referred to above;

2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any property damage or personal injury to any third party, including other participants on an ASII tour, resulting from my participation in the tour;
3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and representatives in the event of my death or incapacity;
4. This Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario, Canada, and no other jurisdiction; and
5. Any dispute or proceeding with respect to this Agreement or claim against the Releasees shall be brought solely within the Province of Ontario, Canada, and shall be within the exclusive jurisdiction of the Courts of Ontario.

DATE: _____, 20____.

Witness Signature

Signature Participant #1

Witness's Printed Name

Printed Name

Witness Signature

Signature Participant #2

Witness's Printed Name

Printed Name