

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 Best Safaris, a division of Somak Safaris Inc. a New York Corporation, 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, UNANTICIPATED EVENTS, ILLNESS, INJURY, EMOTIONAL TRAUMA, OR DEATH AND VERIFY THIS STATEMENT **BY PLACING MY INITIALS**

HERE: _____ .

RELEASE: I acknowledge that the cost of my Best Safaris 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 BEST SAFARIS, AND ITS AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM MY PARTICIPATION IN THE TOUR OR EXPEDITION. I agree that this release shall be legally binding upon myself, all minors under the age of 18 years 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 Best Safaris, from any and all liabilities to the maximum extent permitted by law. I understand that all applications are subject to acceptance by Best Safaris, and upon acceptance shall be deemed to have been entered into and to be performed in Brea, California. 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 Los Angeles, California 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 California 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 Best Safaris.

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 _____ Dated: _____

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 applicable

Signature of Release

Please return signed release of liability with your registration form and deposit.



Memorable Journeys to Africa

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