

EYES ON AFRICA RESERVATIONS BOOKING FORM

Please read the attached Booking Terms and Conditions carefully before signing. All guests must sign and complete this form and return it to us with a **30% non-refundable deposit** to have a confirmed reservation.

A separate form must be completed for each traveler. (Make payments payable to **Eyes on Africa, Ltd.**)

Privacy: All information is used solely by Eyes on Africa and its contracted tour operators / airlines in planning your tour.

Please reserve _____ space(s).

I have enclosed full payment or a non-refundable deposit in the amount of US \$ _____

Trip Description:

Passport details:

Full Name (as it appears in passport)

Passport Number

Passport Nationality

Issue Date

Expiration Date

Place of Issue

Date of Birth

Sex M

F

Personal details:

Street

City

State

Zip

Telephone (Home)

(Work)

Fax

Email

Physical Condition

Dietary Requirements

Health Concerns

Emergency Contact

Telephone

Address

Travel accommodations:

Sharing

Single

Smoking

Non smoking

Flight Details (if not booked by Eyes on Africa) and Frequent Flier numbers (if applicable):

"I have read and accept the accompanying Booking Terms and Conditions. I understand and agree that I must also sign and return to Eyes on Africa a completed **Liability Release and Assumption of Risk Agreement** before my reservation will be confirmed. If I am signing on behalf of a minor, I agree to release, hold harmless and indemnify Eyes on Africa for any claims of the minor."

(If applicant is under 18 years of age, a parent or legal guardian must sign for the minor)

Participant Signature

Date

BOOKING TERMS AND CONDITIONS (1 of 3)

Eyes on Africa is a trading name of Eyes on Africa, Ltd., a corporation registered in the state of Illinois. The following terms as used in these Booking Terms and Conditions shall be considered synonymous: *safari, tour, and trip*, all of which refer to the travel arrangements being booked with Eyes on Africa. Additionally, the following terms: *client, guest, participant, member, passenger, and traveler* all refer to you, as the traveler.

These booking terms and conditions are expressly made part of the following forms (a separate completed and signed copy of each being required for each traveler to confirm a trip reservation with Eyes on Africa):

- Reservations Booking Form
- Liability Release and Assumption of Risk Agreement
- Travel Insurance Acceptance (required at or before final payment due date)

1. RESERVATIONS AND PAYMENTS: Standard policy for the majority of Eyes on Africa's third party suppliers is that a provisional booking will be held for a period of 21 days only, after which a response is required on whether to confirm or release the space. Payment of a non-refundable deposit of 30% of the safari fare, along with a completed and signed Reservations Booking Form and a completed and signed Liability Release and Assumption of Risk Agreement are required in order to confirm your reservation. Upon receipt of your signed Reservations and Release forms and your deposit, we will, subject to availability, reserve your place on your selected safari. The balance of the safari price is due not later than 8 weeks prior to departure. The signed and completed Travel Insurance Acceptance form is also due at this time. Upon receipt of your full payment, the signed Reservations and Release forms, signed by each guest, plus the completed and signed Travel Insurance Acceptance form, we will send vouchers, safari information, clothing lists, etc. All prices are quoted in U.S. dollars and must be paid in U.S. dollars.

2. CANCELLATION AND REFUND POLICY: Cancellations are only effective upon Eyes on Africa's receipt of written notification, signed by the client. If cancellation is made prior to 8 weeks before departure, your 30% deposit is forfeited. If your cancellation is made after the due date for full payment of your trip fare, additional charges will be levied. The scale of charges, expressed as a percentage of the trip price, is as follows:

- More than 8 weeks notice ~ Deposit forfeited;
- Less than 8 weeks notice ~ 45%;
- Less than 4 weeks notice ~ 50%;
- Less than 3 weeks notice ~ 60%;
- Less than 2 weeks notice ~ 100%.

Should you fail to join a tour or join it after departure or leave it prior to its completion, no tour fare refund will be made. Some air fare may be non refundable. There will be no refunds from Eyes on Africa for any unused portions of the tour. The above policy applies to all travel arrangements made via Eyes on Africa.

3. INSURANCE: It is a condition of booking that the sole responsibility lies with the guest to ensure that they carry the correct comprehensive travel and medical insurance to cover themselves, as well as any dependants and traveling companions for the duration of their tour to Africa. This insurance should include coverage in respect of, but not limited to, the following eventualities: cancellation or curtailment of the safari, emergency evacuation expenses, medical expenses, repatriation expenses, damage, theft or loss of personal baggage, money and goods. Eyes on Africa will take no responsibility for any costs for losses incurred or suffered by the guest, or guest's dependants or traveling companions, with regards to, but not limited to, any of the above mentioned eventualities. Guests will be charged directly by the relevant service providers for any emergency services they may require, and may find themselves in a position unable to access such services should they not be carrying the relevant insurance coverage.

A Travel Insurance Acceptance form must be completed and returned to Eyes on Africa as a condition of travel.

4. MEDICAL INFORMATION / LIABILITY RELEASE: Participation on a safari or tour to Southern Africa requires that you be in generally good health. All guests must understand that while a high level of fitness is not required, a measure of physical activity is involved in all African safaris and tours. It is essential that persons with any medical problems and/or related dietary restrictions make them known to us well before departure. Anti-malaria precautions should be taken, and these are the sole responsibility of the client. Any required inoculations must be recorded by the client's health practitioner on a valid vaccination certificate which the client must carry in his/her possession throughout the tour. Eyes on Africa will not assume responsibility for the accuracy of any medical information. You should consult your doctor or pharmacist for up to date requirements and personal recommendations.

By forwarding the tour deposit, the signed Reservations Booking Form and the signed Liability Release and Assumption of Risk Agreement, the guest certifies that he/she does not knowingly have any physical or other conditions of disability that would create a risk for him/her or other tour participants. A Liability Release and Assumption of Risk Agreement must be signed by each tour participant prior to commencement of a tour. Participation by any tour participant will be declined in the absence of the signed Liability Release Form, with no tour fee refund.

BOOKING TERMS AND CONDITIONS (2 of 3)

5. CURRENCY FLUCTUATION: In order to keep our tour rates as low as possible, we do not build into the price an allowance to cover possible increases from currency fluctuations. Therefore, as currencies do fluctuate constantly around the world, it may be necessary for us to raise the tour cost, at any time before final payment, if there are exceptional cost increases beyond our control. An increase in the tour price shall not be sufficient grounds for any refund of fees already paid for the tour.

6. GOVERNMENT TAXES: Any increase in government taxes affecting costs included in the tour price will be passed through and paid for by the traveler. Any increase in the tour price due to a government tax rate hike shall not be sufficient grounds for any refund of fees already paid for the tour.

7. AIRFARES & DELAYS: Airfares are subject to change without notice prior to ticketing. Note that intra-Africa airfares, whether included in your total trip cost or quoted to you separately, may become due and payable in full to Eyes on Africa at any time after your initial deposit in order for us to secure ticketing for these flights as required by the airline or tour operator.

Eyes on Africa are not responsible for any airline schedule or airfare changes, cancellations, overbooking or damage or loss of baggage and property to the extent that such items are beyond its control. Any and all claims for any loss or injury suffered on any airline must be made directly with the airline involved and not Eyes on Africa. Air schedule changes may necessitate additional nights being added to your tour. Provided these schedule changes are beyond the control of Eyes on Africa, any resulting additional costs must be borne by the guest. Eyes on Africa cannot be held liable for any delays or additional costs incurred as a result of airlines not running to schedule.

8. TOUR CANCELLATION: Eyes On Africa shall not be held responsible for occurrences that are beyond its control, such as strikes, wars, acts of God, acts of government or any other cause whatsoever, beyond its control, that may make operation of the tour impossible, illegal or inadvisable. All tour payments received will be promptly refunded, and this refund will be the limit of Eyes on Africa's liability. Eyes on Africa is not responsible for any expenses incurred by tour members in preparing for the tour, including non refundable or penalty-carrying airline tickets, special clothing, visa or passport fees, or other tour-related expenses.

9. GUIDE REPLACEMENT: If a private guide is unable to lead a pre-scheduled safari due to illness, etc., Eyes on Africa and its operators in Africa reserve the right to substitute with another guide.

10. ITINERARY CHANGES: Although every effort is made to adhere to schedules, it should be noted that the tour operators in Africa may be obliged to occasionally change routes and camps on safaris as dictated by changing conditions. Seasonal rainfall, bush fires or other natural occurrences may bring about such conditions. Airlines, aircraft specific flights and other transfers may also need to be changed for various reasons. Eyes on Africa shall not be held responsible for such itinerary changes as discussed above and shall not be held liable for any refund, provided such changes are beyond the control of Eyes on Africa.

11. SPECIFIC ACCOMMODATION: While our operators use their best endeavors to ensure that all reserved accommodation is available as planned, Eyes on Africa shall not be held responsible for a refund either in the whole or part, if any accommodation or excursion is unavailable and a reasonable alternative, acceptable to the guest, is found. If the guest is unable to use any service provided in the itinerary, then there are no refunds due.

12. LUGGAGE: For safety and because space is restricted, baggage in the charter aircrafts commonly used to transport guests to and from safari camps is restricted to a maximum of 12 kg per person in a soft bag (20 kg within Botswana and Namibia). This includes camera equipment and carry-on baggage. Should guests arrive with excess baggage without prior warning, their baggage could be delayed, as our operators in Africa may then have to fly the baggage into camps at a later stage at considerable extra cost to the guest. However, should the guests know in advance that their baggage will exceed the limit, we can usually make arrangements to book an extra seat for the bags on the aircraft, at an additional cost.

13. WILD ANIMALS: Please be aware that our safaris may take you into close contact with wild animals. Attacks by wild animals are rare, but no safari into the African wilderness can guarantee that this will not occur. Eyes on Africa cannot be held responsible for any injury or incident on the safari. Please note that the majority of the safari camps are not fenced and that wildlife do move freely in and around the camps. Always follow the safety instructions from the camp's staff with regards to moving to and from your tent and while on game activities throughout your safari.

14. PASSPORTS & VISAS: The onus is upon the guest to ensure that passports and visas are valid for the countries they plan to visit. Eyes on Africa cannot be held liable for any visas and/or passports, which are invalid or not held by the guests, nor for the cost of any passports or visas. Please check with us for up-to-date passport requirements for the countries you are visiting.

BOOKING TERMS AND CONDITIONS (3 of 3)

15. NOT INCLUDED: (varies by itinerary): Insurance to cover for cancellation and curtailment, medical, baggage, money, and emergency evacuation; beverages in certain areas; personal laundry at certain camps; gratuities to guides, paddlers and to camp staff; any excursion not related to the safari; optional meals in Victoria Falls and the bigger towns and cities.

16. GUEST REPRESENTATION AND CONSENT: The person making any booking with Eyes On Africa, warrants that he or she has authority to enter into a contract on behalf of all other persons included in such a booking and in the event of the failure of any or all of the other persons so included to make payment, the person making the booking shall by his/her signature thereof assume personal liability for the total price of all bookings made by him/her.

The payment of the deposit or any other partial payment for a reservation on a tour constitutes consent by all guests covered by that payment to all provisions of the Terms and Conditions contained herein whether the guest has signed the booking form or not. The terms, under which you agree to take these tours, cannot be changed or amended except in writing signed by an authorized representative of Eyes on Africa.

17. AGE LIMITS: Please consult with us for the specific age policies at the camps on your itinerary. If anyone misrepresents their age, our operators reserve the right to terminate the tour without refund. Eyes on Africa cannot be held responsible for any refund in this situation.

18. LIMITATIONS OF LIABILITY: This section defines Eyes on Africa's responsibility with respect to all of our safaris and tours booked for our guests, including extensions and independent arrangements. Please read it carefully.

Eyes On Africa, its owners, and employees give notice that they act only as the agent for the owners, contractors, and suppliers providing means of transportation and/or all other related travel services and that they assume no responsibility, howsoever caused, excepting its own negligence or willful misconduct, for injury, death, loss, or damage to person or property, delay or change in air or other services, howsoever caused, irregularity, inconvenience or additional expenses in connection with any service resulting directly or indirectly from: defect of any vehicle, act of God, act of war, insurrection, revolt, terrorism, government restrictions and regulations, or other civil uprisings or disturbances, military action, quarantines, strikes, weather, sickness, wars, detention, annoyance, delays, thefts, pilferage, force majeure, wild animals, failure of any means of conveyance to arrive or depart as scheduled, travel advisories, discrepancies or changes in transit, hotel and other services over which it has no control, occurring in either the country of origin, destination or through passage, or through the acts or default of any third party company or persons engaged in conveying the passengers or in carrying out the arrangements of the tour, except for such losses caused by the negligence or willful misconduct of Eyes on Africa. Eyes on Africa may not be held responsible for any loss or damage to luggage, before, during, or after the tour program.

Upon advancement of deposit to Eyes On Africa, the depositor acknowledges that he/she has read and understands the above recited terms and conditions, and agrees to be bound by them.

On advancement of tour deposit to Eyes on Africa, the depositor therefore agrees to be bound by the above recited terms and conditions. Eyes on Africa reserves the right to accept or decline any individual from participating on any of our tour programs for any reason. Eyes on Africa will not discriminate against any individual because of race, religion, sex, sexual preference or nationality.

LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

Please read the attached Booking Terms and Conditions carefully before signing. All guests must sign and complete this form and return it to us with a 30% non-refundable deposit to have a confirmed reservation.

A separate form must be completed for each traveler. (Make payments payable to **Eyes on Africa, Ltd.**)

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 specifically 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 Eyes on Africa, Ltd., dba Eyes on Africa, will contract with independent contractors to provide services on this trip, including transportation, travel services and guide services. I understand and acknowledge that Eyes on Africa 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, Eyes on Africa.

As partial consideration for my participation in the trip and for Eyes on Africa's undertakings, I agree that neither I, nor any of my heirs, personal or legal representatives, nor family members will bring suit against Eyes on Africa, as a result of any acts or omissions by independent contractors, other than Eyes on Africa, involved in this trip. I hereby release, indemnify, and covenant not to sue Eyes on Africa, 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 Eyes on Africa, or its officers, directors, shareholders, agents and employees involved with 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 state of Illinois, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then existing, and judgment on the arbitration award may be entered in any court having jurisdiction over 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: _____

Knowing and Voluntary Execution

I have carefully read and understand Eyes on Africa's Booking Terms and Conditions, I have familiarized myself with all the 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 Eyes on Africa, Ltd., and/or its contracted tour operators or affiliated organizations, and 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: _____

Integration and Severability

Subject to the obligations and duties set forth herein, this Liability Release and Covenant Not to Sue, the Eyes on Africa Reservations Booking Form, Eyes on Africa Booking Terms and Conditions and Travel Insurance Acceptance form, all of which are incorporated herein by this reference, express the full and complete agreement and contract of the parties hereto. In the event that an arbitrator or court of law declares any term or terms of these documents invalid, such declaration shall not affect the remainder of the terms of the agreement, which shall be valid and enforceable.

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 Eyes on Africa for any claims of the minor." (If applicant is under 18 years of age, a parent or legal guardian must sign for the minor)

Participant Signature _____

Date _____

Name of Traveler (please print) _____

TRAVEL INSURANCE ACCEPTANCE

Please read the attached Booking Terms and Conditions carefully before signing. All guests must sign and complete this form and return it to us on or before the final payment due date (8 weeks prior to departure).
A separate form must be completed for each traveler. (Make payments payable to **Eyes on Africa, Ltd.**)

Dear traveler:

Your upcoming trip is a significant investment which involves risks.

For this reason, Eyes on Africa strongly urges all its clients to purchase a comprehensive travel insurance policy valid for the entire duration of their trip. This insurance should cover you for events such as trip cancellation, delay or interruption, lost or delayed baggage, emergency accident, illness and evacuation, 24-hour medical assistance, traveler's assistance, and emergency cash transfer.

For coverage, we suggest Travel Guard travel insurance. The total premium will be based on each traveler's age and total per person trip cost. Please note that many insurers require that you take out a policy within 14 days of paying your initial deposit in order to provide coverage for any pre-existing medical conditions and certain others occurrences.

Please visit the Travel Guard website here: [Travel Guard Travel Insurance](#). If applying for insurance with Travel Guard by phone, please reference Eyes on Africa as your travel agent.

Please ask us for a complete description of the travel insurance benefits and assistance services we offer through Travel Guard. We will also include Travel Guard travel insurance in your trip quote upon request.

Please check one of the following:

I have read the insurance coverage information and have purchased an Travel Guard travel insurance policy. I have included the policy number below so you may confirm my/our coverage.

I have decided to purchase a comprehensive travel insurance policy from another insurance company and have included details so you may confirm my/our coverage.

Comprehensive travel insurance has been explained and recommended to me relative to my forthcoming trip; however, I have declined to purchase such insurance. I, the undersigned, accept full responsibility for, and will not hold Eyes on Africa responsible, for any loss or expense incurred which would have been covered by the recommended comprehensive travel insurance.

Participant Signature

Date

Print Name

Trip Dates

Insurance Company

Policy Number

Insurance company contact telephone (if not using Travel Guard):
