

TREK INTERNATIONAL SAFARIS, INC.

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TREK'S RESPONSIBILITY CLAUSE

Trek takes great care in planning each trip and makes every effort to provide safe, comfortable and fun trips.

1. Agency Agreement:

Trek International Safaris, the sponsoring organization, and/or their agents give notice that all tickets, vouchers and coupons issued by them and all arrangements for transport, car rental, or conveyance for the accommodations made by them, are made by them as agents for the passenger upon the express condition that they shall not be liable for any injury, damage, loss, accident, delay or irregularity which may be occasioned either by reason or defect in any vehicle or through the acts or defaults of any company or person engaged in conveying or providing connection therewith or of any proprietor, or employee. The aforesaid, Trek International Safaris, the sponsoring organization and/or their agents can accept no responsibility for losses or accidental expenses due to delay, changes in schedules, over-booking or default, sickness, weather, strikes, war, terrorist's acts, quarantine, or other causes. All such losses or expenses will have to be paid by the passengers.

2. Baggage:

Baggage is at "owner's risk" throughout the trip unless otherwise stated. Small articles (coats, carry on luggage, etc.) are entirely under the care of the passengers.

3. Deposit:

In order to hold a trip reservation, customer agrees to pay to Trek a non-refundable deposit. While customers shall have the right to terminate this reservation, under no circumstances will the deposit be refunded.

4. Cancellation of Reservation:

a. By Trek:

Trek reserves the right to decline to accept or retain any persons as a member of any trip or to cancel or alter the trip when the trip leader sees fit. Also, Trek cannot be responsible for any persons who leave the group and travel about the country on their own.

b. By Customer:

Due to the difficult and expense involved in canceling a reservation, both parties Agree that cancellations of any trip are subject to the following:

1. Should customer cancel this reservation sixty (60) days or less from the date of departure customer will forfeit 100% of the trip fee, in addition to the non-refundable deposit.
2. Should customer cancel this reservation sixty-one (61) days or more from the date of departure, customer will forfeit the non-refundable deposit.

5. Weather or Illness:

Due to the nature of our trips, we cannot be responsible for weather conditions, lost or damaged articles, changes in airline schedules or group flights because of weather. Trek is not responsible for sickness or injury suffered by the Customer and Customer releases Trek from any and all liability arising from or related to said sickness or injury.

6. Trips in Foreign Countries:

If any passenger is making a hunting trip to a foreign country, Trek cannot be responsible for anyone bringing shotguns or rifles that have not been properly registered to be brought into that particular country. Trek cannot be responsible for anyone bringing in ammunition illegally to any country. Trek will not be responsible for any personal belongings (shotguns, ammunition, luggage, etc.) seized by the authorities.

7. Indemnification and Insurance:

Customer agrees and acknowledges that Customer shall be responsible for his/her own conduct. Customer shall be liable for and hereby agrees to indemnify, defend and hold harmless Trek from and against any and all liability, claims, demands, expenses, actions and causes of action of any kind whatsoever in connection with any injury to any person, including death, or any loss, cost or damage to any property owned by Customer or third parties, arising out of or resulting from the actions of Customer, including losses or injuries arising from the negligence of Trek. This indemnification clause shall apply to all demands, expenses, actions and causes of action of any kind whatsoever, whether they occur in the United States or in any other country.

8. Customer Behavior:

While on the trip, each Customer stands responsible for his own actions and is expected to conduct himself in a sportsmanlike manner.

9. Travel Protocols:

Customer is solely responsible for full compliance with any and all laws, regulations, policies, rules, requirements and/or obligations imposed or required for entry into the country or countries in which the trip will occur. Failure or refusal by the Customer to comply with any and all laws, regulations, policies, rules, requirements and/or obligations imposed or required for entry into the country or countries in which the trip will occur will not result in or justify any refund or rebate of money paid by Customer or excuse the payment of any remaining money owed by Customer.

NOTE: TREK ASSUMES NO RESPONSIBILITY FOR NON-REFUNDABLE DOMESTIC TICKETS UNDER ANY CIRCUMSTANCES