

SAFARI & COMPANY



PARTICIPANT AGREEMENT - TERMS AND CONDITIONS

NOTE: BY SENDING US YOUR INITIAL DEPOSIT (OR ANY SUBSEQUENT PAYMENT) TOWARD YOUR TOUR PRICE, YOU ARE CONFIRMING YOUR ACCEPTANCE OF THE TERMS & CONDITIONS BELOW.

The terms "Safari & Company", "we", "our", "us" refers to Savuti Safari & Co. Inc., a company incorporated under the laws of the Province of Ontario. Safari & Company is registered with the Travel Industry Council of Ontario (TICO), Registration Number: 50012750. Our business address is 95 Hanson Street, Toronto, ON M4C 5P3, telephone 416-602-4702 and email: mike@safariandco.com.

Safari & Company is providing the trip described or named in our Reservation Form (the "Tour"). These terms and conditions apply to the Tour and the program/itinerary for the Tour.

1. Non-Refundable Deposit & Payments

We require a non-refundable confirmation deposit of 25% of the total Tour cost (the "Confirmation Deposit"), or more if there are larger non-refundable supplier amounts due. In some circumstances such as: securing a gorilla tracking permit, a plane charter, or a villa/apartment rental, a larger non-refundable deposit may be required; in this case, you will be notified at the time of making payment. The Confirmation Deposit together with a completed Reservation Form is required to confirm your itinerary and Tour reservation. Please note that until we have received the Confirmation Deposit, all arrangements may be subject to availability and/or price change.

Commercial airline tickets must be paid in full at the time of ticketing. Airline cancellation charges are set forth on the invoice.

The balance of the Tour cost is due **90** days prior to departure. Customer payments are held in trust in accordance with Ontario law until suppliers are paid.

Payment may be made by:

- credit card (Visa, MasterCard, American Express, or other accepted cards)
 - pre-authorized debit/ACH transfer
 - electronic funds transfer (including wire transfer)
 - cash, or
 - cheque made payable to Savuti Safari & Co. Inc.
-

2. Cancellation by you

If you cancel your trip after you have paid the Confirmation Deposit, cancellation penalties will apply, and will depend on how late you notify us. For this reason we strongly recommend you take out Cancellation & Interruption Insurance. If you choose to cancel your trip after the Confirmation Deposit is paid, the following penalties will apply to such cancellation:

SAFARI & COMPANY



- 91+ days prior to trip start date: 25% of your total Tour cost is non-refundable, i.e. the entirety of the Tour's Confirmation Deposit.
- From 90 to 46 days prior to trip start date: 50% of the total Tour cost is non-refundable.
- From 45 days prior to trip start date: 100% of the total Tour cost is non-refundable.

In addition to these cancellation penalties you will be responsible for the following potential charges:

- Commercial airline tickets must be paid in full at the time ticketing. Airline cancellation charges are set forth on the invoice. Your airline ticket constitutes a contract between you and the airline, even if purchased through Safari & Company.
- GORILLA TRACKING PERMITS (if applicable): Gorilla tracking permits are subject to availability and must be paid in full and purchased in advance at the time of booking. Once purchased, gorilla tracking permits are non-refundable. If your booking is cancelled, the above cancellation charges apply in addition to a cancellation charge of 100% of the total cost of the gorilla tracking permits.

We must receive your cancellation notice in writing by email to mike@safariandco.com or by registered mail/courier to Safari & Company at 95 Hanson Street, Toronto, ON M4C 5P3, and your cancellation date will be the date we receive your notice. Your decision not to participate on the Tour due to Government warnings or advisories, fear of travel, or the like will be deemed a cancellation. If a flight or other delay for any reason prevents you from joining the Tour on the Tour start date, you will be considered a no-show, and we cannot provide a full or partial refund or credit toward a future Tour, but you may join the Tour late if you wish.

3. Cancellation by us

Safari & Company retains the right to change or cancel your trip entirely in extreme circumstances, for example if your safety or the quality of the trip, in our sole opinion, is deemed to be compromised. If a Tour is cancelled by us, our liability is limited to a full refund of your payments, and we will not be liable for any other costs, damages, or refunds of any kind for any loss, delay, inconvenience, disappointment, or expense whatsoever in such circumstances. If for reasons beyond our control, a Tour in progress must be interrupted or cancelled, we will in good faith consider refunding a portion of the price depending on our actual costs incurred compared to the Tour as it has been published or sent to you. For this reason we strongly recommend you take out Cancellation & Interruption Insurance.

4. Travel Insurance and Warning

Safari & Company strongly recommends that you purchase comprehensive travel insurance, including trip cancellation, interruption, and medical coverage. The cancellation penalties described above are not negotiable. In the event that you must cancel your participation in the

SAFARI & COMPANY



Tour or part of the Tour, trip cancellation insurance may be the only source of reimbursement.

If requested, we can provide you information about travel insurance providers and their trip cancellation interruption and out of province health/medical policies. We are licensed to sell Manulife travel insurance that covers trip cancellation, interruption, misconnection, travel disruption and emergency medical insurance, as well as flight accident and travel accident insurance.

Depending on the destination to which you are traveling, purchasing (at minimum) medical evacuation coverage may be required as a condition of booking. We also advise travellers to purchase a travel protection plan to cover all non-refundable trip expenses. If you decline, you will personally assume full responsibility for any financial loss associated with your travel arrangements, and you could lose your travel investment and/or have to pay more money to correct the situation. For example, you will suffer a loss if: (i) your flight has been cancelled and your hotel and tours are nonrefundable; (ii) you need to cancel your trip due to illness; (iii) a hurricane, volcano eruption or earthquake occurs while traveling and you are stranded; (iv) your tour operator files for bankruptcy, unless you have paid by credit card and the card provider's terms and conditions provide financial protection to you for such events; (v) a terrorist incident occurs at the destination you planned on visiting; (vi) you have a medical emergency in a foreign country and need medical attention and/or evacuation; (vii) your bags are lost and your medication is in them, and you need to have an emergency prescription filled; or (viii) your passport and wallet are stolen, and you need emergency cash and a replacement passport.

In addition to purchasing travel insurance, please note that Safari & Company participates in the Travel Industry Compensation Fund. Details are available at www.tico.ca.

5. Price Changes After Booking, Itinerary Adjustments

Prices may increase after booking due to certain unexpected factors such as increases in fuel surcharges, government-imposed taxes including value added taxes (VAT), or exchange rate changes. Such increases, if any, would typically be relatively small. Any such increase greater than 7% of your total Tour cost entitles you to cancel your trip and receive a full refund. Price increases will not occur after final payment has been made, except for any increases in the HST.

Commercial Airline Service:

Airfare costs and availability are subject to change at any time prior to payment. Even after you have paid, Tours with scheduled air transportation to, or from the North America are subject to supplemental price increases that may be imposed by the supplier and/or government. By agreeing to these terms and conditions, you consent to any such price increase.

Safari & Company will not change your requested seat assignments on commercial aircrafts without permission. However, airlines often change seat assignments to satisfy their loyalty members or because of equipment changes (aircraft type). Safari & Company is not notified of these changes in advance, and often travellers are not made aware of these changes until they arrive at the airport. Safari & Company cannot be held responsible for seat assignment changes made by the airline. Frequent flyer programs are private agreements between airlines and

SAFARI & COMPANY



passengers. Safari & Company cannot be held responsible for mileage discrepancies involving airline / loyalty reward programs.

Light Aircraft Fees:

For all light aircraft and charter aircraft transfers on your upcoming trip, expect incremental fuel surcharges based on the time spent flying and the price of oil at the time you make final payment. If applicable, the surcharges will be applied to your total due at the time of final payment.

Other Taxes And Fees:

Some governments charge departure taxes and/or fees. These fees are the responsibility of each passenger traveling to the designated country and are not included in the total Tour cost unless stated.

Unforeseeable Changes to Your Trip:

We will make commercially reasonable efforts to keep the Tour itinerary as it has been published or sent to you; however, the final Tour may vary due to availability and factors beyond our control. It is sometimes necessary (or recommended) that changes be made to your itinerary after it has been confirmed with your Confirmation Deposit. This is most common when a third party (i.e. airline, hotel) makes changes that are beyond our control, such as a flight cancellation or schedule change. In other instances, changes may be necessary due to extreme weather or events in the region. We will always do our best to rework the itinerary in a way that minimizes changes to the flow and pricing of your trip. However, if the itinerary changes require us to re-price your trip, you will be responsible for the difference in cost.

When You Make Changes to Your Trip:

Travellers are allowed to make minor changes to the itinerary once the trip is confirmed, within reason as determined by Safari & Company and with sufficient advance notice. We will try our best to accommodate your requests. However, major changes will incur additional costs and/or non-refundable deposit payments in addition to the amount initially quoted. See the "Cancellation By You" section above for our cancellation penalties should you need to cancel your trip entirely.

6. Invoices & Receipts

Safari & Company will provide you with an invoice/receipt that includes the total price of the Tour travel services, inclusive of all taxes and service charges. Full payment is due no later than **90** days prior to departure.

7. Our Responsibilities

Safari & Company recognizes the faith and trust you put in us to plan your travel. We will endeavor to promptly answer any questions you may have about the information we have provided or about any representation we have made regarding your travel services. If at any time you have questions or concerns we ask that you let us know immediately so we can address them.

8. Travel Documents & Entry Requirements

It is your responsibility to ensure that you and all members of your party have valid passports, visas, vaccinations, and other entry documents required for your travel. Safari & Company will advise you of applicable requirements, but final responsibility rests with the traveler. These requirements vary by country and nationality and can change from time to time. Safari & Company is not responsible for delays, changes or costs of any kind due to incomplete, expired or inaccurate travel documentation.

International travel requires a passport valid 6 months beyond your intended return travel date. In most cases, you will also need to have multiple consecutive blank visa pages within your passport (the number varies depending on the destination(s)). Many destinations also require that visas be obtained prior to travel. If one parent or guardian plans to bring a minor child without the other parent or parents, some nations have strict documentation requirements. Birth certificates may be required for children under 18. Some nations require proof of vaccinations for all travelers. Please speak with us if you are unsure about the visa requirements for your travel destination, but you are solely responsible for complying with passport, visa, and other foreign entry requirements and vaccinations.

It is your responsibility to become informed about travel advisories and warnings for countries of travel. We will do our best to keep you informed of major developments but you must contact your relevant government agency to be aware of any travel advisories and warnings. Should you choose to ignore such travel advisories and warnings, you assume all risk of personal injury, death or property damage that may arise out of events advised or warned against. For information concerning possible dangers at destinations, we recommend contacting the Travel Advisories section of the Government of Canada website www.travel.gc.ca , or the USA equivalent www.travel.state.gov.

9. Baggage & Personal Property

Baggage and personal property is at the owner's risk throughout the trip. Airlines, buses, vans and other modes of transportation may impose weight and size restrictions on luggage, which you must comply with. Safari & Company is not liable for lost or damaged baggage or personal property.

10. Services Provided by Third Parties

At your request, we may recommend travel and other services of third parties outside the scope of your Tour. Although we try to recommend only companies that provide the highest quality of service, we cannot guarantee the services provided by these third party service providers.

SAFARI & COMPANY



11. Your Assumption of Risks, Release, and Indemnity and Our Disclaimer of Liability

Your Assumption of Risks

Our trips may be physically demanding and include activities which you may undertake that involve risk of serious personal injury, including permanent disability and death from accident, illness or the actions or negligence of other persons. These include but are not limited to safari game drives or walks, gorilla tracking/trekking, horseback riding or riding on any kind of animal, scuba diving, zip lining, snorkeling, paddle boarding, surfing, swimming, kayaking, sailing, rafting, whitewater rafting, hiking, bicycling, canyoning/canyoneering, fishing, cruising, camping, helicopter tours, 4x4 Jeep/ATV/quad biking tours, mokoro or canoe rides, hot air ballooning, jetboating, mule riding, rock climbing, etc. You understand and acknowledge that, if you participate in activities during your trip, certain risks and dangers may arise, including, but not limited to:

- medical facilities and services may not be readily accessible, or may not be sophisticated or the healthcare standards may differ from what you might expect at home;
- accidents may occur in remote places without means of rapid evacuation and with poor communication services and/or devices, or;
- travel may take place in politically unstable areas or under unsafe conditions;
- civil disturbances, criminal activity, war, extortion, kidnapping, and terrorist activities may be present in regions you visit;
- dangers and risks inherent in activities undertaken in underdeveloped countries;
- dangers related to local law enforcement activity;
- attacks or bites by animals, pests, or insects;
- quarantine or epidemics; and
- sickness.

You do hereby expressly assume all of these risks and dangers.

To be eligible to take a Safari & Company trip, travellers must accept the risks of travel, including those set out above and otherwise set out in these Terms & Conditions, and assume full responsibility for any loss, injury, death or damage to them, their family or their dependents or property arising in connection with their participation, or the participation of their family, in the trip. Travellers must have their own insurance appropriate to their needs and the needs of their family or dependents in respect of such loss, injury, death or damage.

You assume full and complete responsibility for all risks of travel and for complying with all laws of the country in the Tour. You are also responsible for respecting the authority and following the directions of any and all guides during a Tour. We may exclude you from participating in all or any part of the Tour if, in our sole discretion, your condition or behavior renders you unfit for the Tour or unfit for continuation once the Tour has begun. Unfitness may include, without limitation, any behavior that, regardless of its cause, is inappropriate or offensive or interferes with the delivery of Tour services, or may constitute a hazard or embarrassment. In such case, our liability

SAFARI & COMPANY



shall be strictly limited to refund of the recoverable cost of any unused portion of the Tour. Should you decide not to participate in certain parts of the Tour or use certain goods included in the Tour, no refunds will be made for those unused parts of the Tour or goods. Safari & Company reserves the right to decline accepting any Traveller whose health or actions in Safari & Company's sole judgement impede the operation of a trip or the welfare or enjoyment of fellow Travellers.

The cost of all Safari & Company trips is based on travellers agreeing to these Terms & Conditions and in particular this Assumption of Risks, Disclaimer of Liability, Release and Indemnity. As Safari & Company is acting solely as an agent of you with respect to all transportation, accommodations, meals and other arrangements, in consideration for participating in the trips, travellers agree not to sue Safari & Company, its employees, directors, successors, agents and assigns in respect of, and forever release them from, all liability for economic loss and physical or mental injury, direct or indirect, arising in connection with the Tour and the actions of any third party service providers.

Our Disclaimer of Liability

We work with independent suppliers and third party service providers named in your itinerary or otherwise providing services or goods in connection with the Tour (hotels, other lodging providers, airlines, car rental companies, bus lines, driving services, vessel operators, other transportation companies, local guides, hosts and ground operators, including safari guide service providers and operators and providers or organizers of optional excursions, sightseeing tour operators, restaurants, food service or entertainment providers etc.) (collectively the "Suppliers") and cannot be held responsible for their actions or their failure to act.

All such Suppliers are independent contractors and Safari & Company has no right or ability to control their operations and therefore makes travel arrangements for the trips on the condition that Safari & Company will not be liable for any act or omission of any independent Supplier or any unrelated third party. The services provided by independent Suppliers are subject to the laws of the place where the services are provided, and any conditions imposed by those Suppliers. The liability of the independent Suppliers may be limited by their tariffs, conditions of carriage, tickets and vouchers, and international conventions and agreements.

Safari & Company is not responsible for any personal injury, damage to property or person, financial or other loss, death, accident, inconvenience, delay, overbooking, default, or irregularity which may be occasioned by reason of any act or omission of any of the Suppliers, or in connection with the provision of any goods or services related to the Tour whether resulting from, without limitation, to acts of God or force majeure, weather, quarantines, illness, disease, epidemics or the threat thereof including, but not limited to, exposure to pandemics by means of transmission, acts of war, civil unrest, insurrection/revolt, animals, bites from or attacks by wild or domestic animals, insects or pests, Supplier defaults or insolvency, dissatisfaction with the quality of the service(s) rendered, the lack of availability of or access to medical attention or the quality thereof, difficulty in evacuation in case of a medical or other emergency, sanitation problems, food poisoning, sickness, labor unrest including strikes, criminal or terrorist activities of any kind, overbooking or downgrading of services, mechanical or other failure of means of transportation or travel delays, travel advisories or warnings, airlines providing flights to or from your Tour.

Your Release of Safari & Company.

You do hereby expressly agree to forever release, discharge and hold Safari & Company, its

SAFARI & COMPANY



employees, shareholders, subsidiaries, affiliates, officers, directors, associates, agents, successors and assigns harmless against any and all liability, actions, causes of actions, suits, claims, and demands of any and every kind and nature whatsoever, including from its own negligence, which you now have or which may hereafter arise out of or in connection with your trip or participation in any activities on the Tour, provided that we have not committed fraud or acted with gross negligence.

Your Indemnity to Us

Travellers further agree that they will indemnify and hold Safari & Company harmless in respect of any claims arising in connection with the Tour made by: i) third parties, which arise from the actions or omissions or misconduct of the Travellers; ii) the Traveller's family members, dependents or heirs; iii) third parties, which the Traveller, their estate, their family members, dependents or heirs have sued, if damages are recovered from such third parties, to the extent the third party obtains any indemnification from Safari & Company; except where the loss, injury, death or damage is caused by the gross negligence or fraudulent conduct on the part of Safari & Company, or their employees, shareholders, officers or directors.

Statutory Rights Preserved

Nothing in these Terms and Conditions limits your rights under the Travel Industry Act, 2002 (Ontario), its regulations, or any applicable consumer protection legislation.

13. Privacy

Your privacy is important to us. Safari & Company is required to collect personal information (such as passport details) in order to plan your trip. We appreciate the sensitive nature of this information and will never share it with third parties other than as required for booking air, hotel or other reservations as a part of your trip. By sending us your Confirmation Deposit, you are consenting to Safari & Company collecting and using your personal information as required to plan your trip and provide you with proper services.

14. Health

By sending us your Confirmation Deposit you certify that neither you, or to your knowledge anyone travelling with you, if applicable, has any physical or other condition or disability that would make travelling unsafe for you or other Travellers. It is your responsibility to ensure that you have received all appropriate vaccinations. Please consult your doctor before travelling with us and take all necessary precautions.

15. Governing Law and Jurisdiction

These Terms & Conditions are governed by the laws of the Province of Ontario and the federal laws of Canada that apply in Ontario. Any legal dispute about your booking or the Tour will be decided only in the courts of Ontario.

You agree to present any claim relating to the Tour to us in writing within 30 days after the Tour

SAFARI & COMPANY



ends. You also agree to start any legal proceeding within one (1) year of the incident giving rise to the claim. By making this agreement, you and we both understand and accept that the usual statutory limitation period under Ontario law is shortened to one year.

16. Miscellaneous

You hereby consent to our use of pictures or video of you in our marketing materials without compensation. You may accept these Terms & Conditions by electronic signature, which shall be deemed the same as your handwritten signature and equally binding. Delivery of these Terms & Conditions by email or other electronic means shall be sufficient, and an electronic copy shall have the same force and effect as an original signed agreement. We reserve the right to decline to do business with anyone on a non-discriminatory basis.

17. Travellers Needing Special Assistance

We will make reasonable efforts to accommodate the needs of our travellers; however, travellers needing special assistance for their personal needs must notify us at the time of booking for a determination of what assistance we can reasonably provide. In cases where we cannot accommodate a traveller's special needs, persons requiring this assistance must be accompanied by a companion who will be responsible for independently providing the needed assistance. We regret that we cannot provide special individual assistance to travellers with special needs for ordinary daily activities, such as walking, dining, etc. and other special needs. In no instance will we or our Suppliers physically lift or assist participants on to or off transportation vehicles.

18. Emergency Medical Assistance and Authorization

If, during your Tour, you are unable to authorize your own medical attention or treatment, you consent and authorize Safari & Company, its employees, subcontractors, representatives, or agents (collectively "Authorized Persons") to act in good faith to arrange or authorize emergency medical care, treatment, or evacuation on your behalf. This authorization is intended only to permit Authorized Persons to take reasonable steps to secure medical assistance for you in an emergency and is not intended to create or replace any substitute decision-maker rights under the Health Care Consent Act, 1996 (Ontario) or any similar legislation.

You acknowledge and agree that:

- Authorized Persons may not have medical or first aid training and may act only as laypersons or Good Samaritans.
- Authorized Persons assume no liability for the quality, adequacy, or availability of any medical care, treatment, evacuation services, or related transportation that may be provided by third-party providers.

You are responsible for obtaining and maintaining your own travel and medical insurance, including evacuation coverage, appropriate to your personal needs and circumstances.

SAFARI & COMPANY



To the fullest extent permitted by law, you release and hold harmless Authorized Persons from any liability, claim, or demand arising from the good faith authorization or arrangement of medical attention or treatment on your behalf, except to the extent caused by the gross negligence or fraudulent conduct of Authorized Persons.

I agree to the terms of this Participant Agreement. In respect of any traveling members of my party who are under 18 years of age (minors), the person(s) noted below represent that they are the parent(s) or legal guardian(s) of such minor(s) and agree to the terms of his Participant Agreement on the minors behalf. I/We agree not to initiate a chargeback or refund request that is not authorized by this Agreement and to pay reasonable legal fees and costs incurred by Safari & Company in disputing any such claim for refund.

Signature: _____ **Date:** _____
Name:

Check box if parent or legal guardian of minor traveller

Signature: _____ **Date:** _____
Name:

Check box if parent or legal guardian of minor traveller

Signature: _____ **Date:** _____
Name:

Minor's Name: _____

AGREED TO AND ACCEPTED BY:

SAVUTI SAFARI & CO. INC.

Per: _____

Date: _____

Michael Haines, President

SAFARI & COMPANY



TRAVELLER ACKNOWLEDGMENT SHEET

This Acknowledgment Sheet highlights certain important clauses of the Terms & Conditions governing your Tour.

By initialing each section and signing below, you confirm that you have read, understood, and agreed to these provisions in addition to the full Terms & Conditions.

1. Cancellation Penalties

I understand and agree that once my Confirmation Deposit (25% of the Tour cost, or higher if required for non-refundable supplier charges such as gorilla permits, charters, or villas) is paid, it is non-refundable. Set out below are the cancellation penalty charges based on the length of notice you provide to Safari & Company should you have to cancel your trip:

- 91+ days before departure: Confirmation Deposit (25%) is non-refundable
- 90-46 days before departure: 50% of Tour cost is non-refundable
- 45 days or less before departure: 100% of Tour cost is non-refundable

I have been advised to purchase cancellation and interruption insurance.

Traveller Initials: _____

2. Travel Insurance Requirement

I understand that comprehensive travel insurance (including medical evacuation coverage) is strongly recommended. If I decline to purchase insurance, I am fully responsible for all losses, expenses, or risks associated with my decision.

Travel Insurance (Check one box):

- Please send me information on the travel insurance protection plan.
- I have already purchased travel insurance from _____, policy number: _____.
- I decline to purchase travel insurance.

Traveller Initials: _____

3. Assumption of Risk, Supplier Disclaimer, Release and Indemnity

I acknowledge that participation in the Tour involves inherent risks, including but not limited to accidents, injury, illness, disease, wildlife encounters, political instability, unsafe conditions, limited medical facilities, and the acts or omissions of third-party suppliers. I understand that Safari & Company acts solely as an agent for independent suppliers such as airlines, hotels, ground operators, guides, and safari camps, which are not owned, controlled, or managed by Safari & Company. I therefore release, discharge, and hold harmless Safari & Company, its directors, officers, employees, agents, and affiliates from any and all liability, loss, or claims of any nature whatsoever, including those arising from negligence, except where caused by Safari & Company's gross negligence or fraud. I further

SAFARI & COMPANY



agree to indemnify and hold Safari & Company harmless against any claims arising from my own acts or omissions or those of my family members, heirs, or dependents.

Traveller Initials: _____

4. Governing Law

I understand these agreements are governed by the laws of Ontario, Canada, and that any claim must be commenced in Ontario courts within one (1) year of the incident giving rise to the claim.

Traveller Initials: _____

SIGNATURE

I confirm that I have read, understood, and agreed to the provisions above and to the full Terms & Conditions of Safari & Company.

Signature: _____ **Date:** _____
Name: _____

Check box if also parent or legal guardian of minor traveller

Signature: _____ **Date:** _____
Name: _____

Check box if also parent or legal guardian of minor traveller

Signature: _____ **Date:** _____
Name: _____

Minor's Name: _____