



PARTICIPATION AGREEMENT: BOOKING TERMS & CONDITIONS RELEASE & ASSUMPTION OF RISK

Please read this entire document, sign, date and return it to confirm your safari with Next Adventure, Inc.

- 1. SAFARI & TOUR LAND COST:** Customized safaris and tours involve contracting with multiple vendors and travel service providers or a single destination management company. Next Adventure negotiates with select vendors to ensure the best value and smooth handling and monitoring of your safari and tour. The cost of these services and Next Adventure's expertise and handling of your booking are reflected in the quoted safari land cost.

Your safari proposal specifies what is included in your land cost. Generally, our custom safaris are fully inclusive when you stay at safari camps or lodges or participate in a camping safari. However, lunches and dinners in cities, international airfare and scheduled regional or domestic airfares are usually excluded. Light aircraft transfers or charter flights are typically included in the land cost. Please note that we quote on a package basis and cannot break out costs for component services nor do we offer refunds for unused services. Travel insurance may provide coverage for unused pre-paid services under certain circumstances such as a missed connection or delay.

- 2. RESERVATIONS, CONFIRMATION & PAYMENT SCHEDULE:** We require a minimum deposit of \$300 as a non-refundable service fee to design a fully customized safari and tour itinerary and to reserve space in consultation with you (this service fee will be deducted from your invoice). Confirmation of your booking requires that you submit a signed and dated Participation Agreement along with a **30% non-refundable deposit** which is forfeited if you cancel for any reason. The balance is due 10 weeks before your departure date or at the time of booking if your departure is less than 10 weeks away.
- 3. CANCELLATION POLICY, PENALTIES & CHANGE FEES:** Once you confirm your travel arrangements by submitting a dated and signed copy of this Participation Agreement along with a **non-refundable 30% deposit**, cancellation fees apply and will be enforced as follows:

If you cancel:	Cancellation fee is:
More than 10 weeks prior to departure	30% of Safari Land Cost
6 to 10 weeks prior to departure	60% of Safari Land Cost
Less than 6 weeks prior to departure	100% of Safari Land Cost

Please also note that, once your travel arrangements are confirmed, **change fees** also apply to changes requested by you and such fees are commensurate with the time it takes to make them. Our minimum change fee is \$300 and this fee is in addition to any applicable cancellation penalties or fees imposed by vendors involved in your safari or tour.

Tour operators, lodges and hotels control deposits and cancellation fees. Next Adventure's cancellation charges represent a reasonable estimate of our potential loss and are strictly enforced.

Please also note that lodges, camps, hotels and other service providers charge cancellation fees even when delays result from international and domestic air carriers' change of schedule, cancellation or flight delays.

We, therefore, strongly recommend you purchase trip cancellation and travel insurance to protect against cancellation fees when you cancel for covered reasons.

If you decline to purchase travel insurance, you 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.

The following, without limitation to these examples, are some of the circumstances when you will suffer financial loss: (i) your flight is cancelled and your accommodation and tours are non-refundable (ii) you cancel your trip due to illness or injury (iii) a natural disaster occurs during your trip and you are stranded (iv) your cruise line, airline or tour operator files for bankruptcy, unless you paid by credit card (v) a terrorist incident occurs at the destination you planned to visit (vi) you have a medical emergency, needing medical attention or evacuation (vii) your bags are lost and you need prescription medication refilled on an emergency basis or (viii) your passport and wallet are stolen and you need emergency cash, new travel documents and passport.

We must have your deposit and final payment on the due date to transfer funds to the appropriate service provider or your booking and reservation will be in jeopardy.

We must receive your cancellation notice in writing by email, fax or overnight courier. Your cancellation date will be the date we receive your written notice. Your decision not to participate on your customized safari or tour for any reason including due to State Department warnings or advisories, fear of travel or the like will be deemed a cancellation. If a flight or other delay, for any reason, results in preventing you from joining your safari or tour on its start date, you will be considered a no-show for which we cannot provide a full or partial refund or credit towards a future tour. You may join the safari or tour late if arrangements can be made.

- 4. TRAVEL INSURANCE:** Please remember, as outlined above, there are a multitude of occurrences which may affect your participation in this trip. Travel insurance is highly recommended to reduce your loss for covered reasons. Once you are confirmed on a trip or have a confirmed reservation with Next Adventure, you are fully responsible to comply with our cancellation penalties as detailed above. Next Adventure adheres strictly to its cancellation policy.

Participation in a Next Adventure customized safari assumes the traveler is solely responsible for carrying comprehensive travel and adequate medical insurance to cover them throughout their safari and tour.

- 5. CURRENCY FLUCTUATION, GOVERNMENT TAXES & SURCHARGES:** Next Adventure retains the right to adjust your safari cost up to the time your final payment is due to cover increases beyond our control. We also reserve the right to pass on increases in government taxes, such as VAT or park fees at any time. Charter and light aircraft transfer providers may impose fuel surcharges based on increased oil prices at any time. Any such increase does not constitute grounds for cancellation without payment of applicable cancellation penalties.
- 6. LAND COST PAYMENT METHOD & LATE PAYMENTS:** We accept all major credit cards (Visa, MasterCard, Discover and American Express). Please complete our Credit Card Authorization Form with your credit card number, cardholder's name, ccv number and your billing address.

Please inquire as we may offer a cash discount if all payments are made by check or wire transfer. Any discount will be deducted from your final payment; therefore the full initial deposit must be remitted by check or wire transfer. Please make checks payable to **Next Adventure** or wire directly into our Trust Account. If safari land payments are not received on time your booking may be in jeopardy. Please note due dates specified on your invoice and allow time for your payment to reach our office if you mail a check. **We reserve the right to cancel your arrangements and impose cancellation penalties if payment isn't received within 10 days of the due date stated on your invoice.**

- 7. COMMERCIAL AIRLINE SERVICE:** Airfare costs and availability are subject to change at any time prior to receipt of payment. Many airlines now charge fees for seat assignments and may reserve the right to change seat assignments to satisfy loyalty members or due to equipment changes. Next Adventure will request seat assignments in accordance with your preferences but, for the above reasons, cannot guarantee them or be held responsible. Nor is Next Adventure responsible for mileage discrepancies involving airline loyalty reward programs.
- 8. BAGGAGE:** Baggage is transported at the owner's risk throughout the trip. Airlines, buses, vans and other modes of transport may have weight and size restrictions on luggage and it is your responsibility to comply with them.

9. **CALIFORNIA SELLER OF TRAVEL COMPLIANCE:** Next Adventure holds client deposits in a Trust Account. Both initial and final payments to vendors are made from that account. Any refunds or adjustments are made promptly from funds Next Adventure holds in trust in that account. Next Adventure uses no client funds as working capital as we comply with California's 'Seller of Travel' law as outlined here.

A law went into effect January 01, 1996 in California and we are required to advise you of the following. Only residents of California are covered under this law; individuals residing outside California are not covered.

SELLER OF TRAVEL REGISTRATION NUMBER: 'CST 2024489-40'

"Registration as a Seller of Travel does not constitute approval by the State of California"

"Right of California Customer to Make Claim on the California Travel Consumer Restitution Fund:

Next Adventure, Inc. is a participant in the Travel Consumer Restitution Corporation (TCRC). You, the passenger, may request reimbursement from TCRC if you are owed a refund of more than \$50 for transportation or travel services which was not refunded in a timely manner by a seller of travel who was registered and participating in TCRC at the time of sale. The maximum amount which may be paid by the TCRC to any one passenger is the total amount paid on behalf of the passenger to the seller of travel, not to exceed \$15,000.

A claim must be submitted to the TCRC within six months after the scheduled completion date of the travel. A claim must include sufficient information and documentation to prove your claim and a \$35 processing fee. You must agree to waive your right to other civil remedies against a participating seller of travel for matters arising out of a sale for which you file a claim with the TCRC, if you were located in California at the time of the sale.

You may request a claim form by writing to: Travel Consumer Restitution Corporation, P.O. Box 6001, Larkspur, CA 94977-6001; or by faxing a request to: (415) 927-7698."

"Upon cancellation of the transportation or travel services, where you, the customer, are not at fault and have not canceled in violation of the terms and conditions, if any, of the contract for transportation or travel services, all sums paid to Next Adventure for services not received by you will be promptly refunded by Next Adventure to you unless you otherwise advise Next Adventure in writing."

The above statements do not apply to residents of states other than California. Travelers purchasing from outside of California are not covered by the Travel Consumer Restitution Fund (TCRF).

California law requires certain sellers of travel to have a trust account or bond. Next Adventure Inc. has a trust account at Bank of America, Albany Branch, Albany, CA 94706.

10. **SAFARI MEMBER RESPONSIBILITY & CONDUCT INCLUDING PASSPORT, VISAS, VACCINATIONS & ENTRY REQUIREMENTS:** You are responsible for selecting a trip or planning your itinerary in accordance with your ability and interests. **You are solely responsible for ensuring that your passport is valid for 6 months beyond the date of travel and that you have adequate pages for visas required, which you are responsible for acquiring, if needed.** Some destinations require that visas be obtained prior to arrival. Some nations require proof of vaccinations for all travelers.

You must read the pre-trip information and bring with you the recommended clothing and equipment. If you are traveling in a small group, you need to be sensitive to normally accepted standards of behavior and to customs of the people in the region you're visiting.

On safari (whether on foot, in a boat, or vehicle), you must follow directions and orders of the trip leader and/or guide in the interest of safety and wellbeing for every participant. We reserve the right to exclude you from participating in all or any part of a safari or tour if, in our sole discretion, your condition or behavior renders you unfit for the safari or tour or unfit for continuation once the tour begins. Unfitness may include, without limitation, any behavior that, regardless of its cause, is inappropriate or offensive or interferes with the delivery of tour or safari

services or may constitute a hazard or embarrassment. In such cases, our liability shall be strictly limited to refund any recoverable cost of the unused portion of the tour, if any. Should you decide not to participate in any part of your tour or safari, no refunds will be made for unused services. You agree to indemnify and hold harmless Next Adventure against any costs, damages, losses or liabilities arising out of your or your companions' actions or omissions.

- 11. CHILDREN AND SENIORS:** We must know prior to booking if your party includes children under the age of 12, young adults under 18, or seniors, so we can recommend an appropriate itinerary. Certain camps and activities, like canoeing and walking or gorilla safaris, have age limits. If one parent or guardian plans to travel with a minor child without the other parent or parents, some nations have strict documentation requirements. Birth certificates may be required for children under 18 years of age. In addition, parents or guardians must sign releases from liability on behalf of any minor travelers.
- 12. TRAVELERS NEEDING SPECIAL ASSISTANCE:** We will make reasonable efforts to accommodate the needs of our travelers; however, travelers requiring special assistance for their personal needs must notify us when booking for a determination of what assistance we can reasonably provide. In cases where we cannot accommodate a traveler's needs, persons requiring this assistance must be accompanied by a companion who is responsible for independently providing needed help. We regret we cannot provide special individual assistance to travelers with special needs for ordinary daily activities such as walking, dining etc. or other special needs. In no instance will we or our suppliers physically lift or assist participants on to or off transport vehicles.
- 13. MISCELLANEOUS:** You hereby consent to our use of photos or videos of you in our marketing materials without compensation. Facsimile transmission of any signed document shall be deemed as an original. At our request, you shall promptly provide an original document as well. We reserve the right to decline to do business with anyone on a non-discriminatory basis. If there are conflicts between Next Adventure's tour or safari itinerary and this Participation Agreement, this agreement shall apply.
- 14. MEDICAL PROXY:** If you are unable to authorize your own medical attention and treatment, you authorize Next Adventure Inc. or its subcontractors or agents to authorize medical attention and treatment on your behalf. You agree to hold harmless and release Next Adventure Inc. from any liability for medical attention authorized by them, their subcontractors or agents on your behalf. Next Adventure Inc. assumes no liability regarding provision of medical care or evacuation services. Any of our staff or subcontractors who may provide or seek emergency medical care on your behalf may not have had formal medical or first aid training and act only as a Good Samaritan.
- 15. RELEASE & ASSUMPTION OF RISK:**
 - A. VOLUNTARY PARTICIPATION:** I acknowledge that I have voluntarily applied to participate on this customized safari and tour and that I have read the description of the trip as it appears in emails, written itinerary, Next Adventure web-site and other written material relating to this trip, together with all information contained in this agreement. I am voluntarily participating in this trip with knowledge of the hazards involved.
 - B. HAZARDS ON WILDLIFE SAFARIS:** Wild animals are dangerous and unpredictable. Encounters with wild animals can be life threatening. Safari guides are trained with respect to safe and proper wildlife viewing. All safaris are conducted by licensed professional guides who, where allowed, may carry a weapon. Accidents are rare, but the possibility of serious injury or loss of life exists. Conditions on safari may be rustic and uncomfortable due to dust, road conditions, insect pests or other inconveniences. Safaris take place in remote areas and emergency medical services may be at a considerable distance requiring costly and time-consuming evacuation.
 - C. LIMITATIONS OF LIABILITY:** Next Adventure Inc., its Owners, Outfitters, Agents 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 assume no responsibility for injury, loss or damage to person or property, in connection with any service and resulting directly or indirectly from: acts of God,

detention, annoyance, delays, expenses arising from quarantine, strikes, thefts, pilferage, force majeure, failure of any means of conveyance to arrive or depart as scheduled, civil disturbances, terrorism, government restrictions or regulations, and discrepancies or changes in transit or hotel services over which it has no control. Reasonable changes in itinerary may be made where deemed advisable for the comfort and well being of travelers. The right is reserved to substitute hotels, alter the itinerary, and reverse the order of the places to be visited. On advancement of deposit to Next Adventure, the depositor therefore agrees to be bound by the above recited terms and conditions.

- D. RELEASE AND COVENANT NOT TO SUE:** As consideration for being permitted by Next Adventure to participate in this safari, I hereby agree that neither I, nor any of my heirs, personal or legal representatives, or family members will bring suit or make claim for illness, injury or death resulting from the negligence (but not the reckless, willful, or fraudulent conduct) of Next Adventure, any of its officers, directors, agents, contractors and all of its affiliated organizations from and against any and all liability arising out of, or in any way connected with, my participation in the trip. The parties to this agreement hereby waive the provisions of California Civil Code Section 1542, which reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."
- E. ARBITRATION & WAIVER OF TRIAL BY JURY & STATUTE OF LIMITATIONS:** Any controversy or claim arising out of or relating to this Agreement or the performance thereunder, including without limitation any claim related to illness, injury or death, shall be settled by binding arbitration in Berkeley, California, in accordance with the rules of the American Arbitration Association then existing. You agree to present any claims against us within 30 days after the safari and tour ends and to request arbitration within one year of the incident, and you acknowledge that this expressly limits the applicable statute of limitations to one year.
- F. KNOWING AND VOLUNTARY EXECUTION:** I have carefully read this Participation Agreement and fully understand all its contents. I am aware that this Agreement includes a release of liability and a binding contract between myself and Next Adventure Inc. and/or its affiliated organizations and I sign it of my free will. If my party includes a person under 18, then I represent that person's parent or legal guardian. I agree not to initiate a chargeback or refund request that is not authorized by this Agreement and to pay all legal fees incurred by Next Adventure Inc. in disputing any such claim.

DESTINATION & DATES OF TRAVEL: _____

_____, 20____
Signature of the Releaser Print Name Date

_____, 20____
Signature of the Releaser Print Name Date

FOR A MINOR - PARENT OR GUARDIAN OF A MINOR

I, as a parent or a Guardian of the below named minor, hereby give my permission for my child or ward to participate in the trip and further agree, individually and on behalf of my child or ward, to the terms above.

_____, 20____
Name of Minor Signature of Releaser Date

_____, 20____
Name of Minor Signature of Releaser Date