

Assumption of Risk, Release from Liability and Indemnification Safari Travel Waiver for QBY1 / QBQ1

This Assumption of Risk, Release from Liability and Indemnification ("Waiver") must be signed and returned the same day deposit is made. The permits required for the gorilla trekking excursion included in this tour will not be secured until this waiver is acknowledged. If you are booking within 120 days of departure, signed waiver must be returned the same day booking and final payment are made. A SIGNED FORM IS REQUIRED FOR EACH PARTICIPANT IN ORDER TO TRAVEL. Minimum age to participate is 15 years. If the participant is a minor, the parent or guardian must sign this Waiver on behalf of the minor participant.

THIS IS A RELEASE OF LIABILITY. This Waiver is entered into between the Participants on the reservation ("I", "You") and The Company from which you purchased your holiday tour ("The Company"). In all cases, the person signing this waiver warrants that he/she has consented to, accepted, and agreed to be bound by all clauses below.

ASSUMPTION OF RISK

1. I understand that I have voluntarily and freely elected to participate in this safari tour. I understand that participation involves risk that the Company cannot eliminate and I acknowledge that I am fully aware of and appreciate the real dangers and risks while on safari arising from the presence of wild and dangerous animals, including but not limited to:
 - a. mammals, reptiles, birds, and insects
 - b. and the real risk of suffering bodily harm, injury, death and/or damage to or loss of property that may arise as a result of an encounter with and/or the presence of such animals while on my safari tour.
2. I acknowledge that my tour will include encounters with wild animals and I further understand and acknowledge that the behavior of wild animals cannot be predicted or controlled and I voluntarily take responsibility for all risks of participating in the safari tour.
3. I am aware of the risks of safari travel that includes encounters with wild and dangerous animals, including risks associated with my safety. I understand that the Gorilla trekking excursion may extend up to seven (7) hours in duration and require a high level of physical fitness. I acknowledge that I must be capable of hiking without assistance through dense forest over uneven, steep, and potentially slippery terrain at elevations reaching approximately 8,553 feet.

4. I have consulted with a medical doctor and/or counsellor with regard to my medical and mental health needs and acknowledge that there are no health-related reasons or problems that preclude or restrict me from participating in this tour. I understand and acknowledge that all travellers to Uganda are required to carry valid proof of yellow fever vaccination. I have consulted a medical doctor regarding appropriate malaria prophylaxis and to assess my overall medical suitability for participation in this tour I am aware that medical facilities while travelling may not be of the quality of medical facilities I experience at home and access to evacuation and/or suitable medical supplies and support may not be as readily available as I am accustomed to. I recognise that the Company is not obligated to attend to any of my medical needs, and I assume all risk and responsibility, therefore. If I require medical care during my participation in the tour, the Company is not responsible for the cost or quality of such care.
5. I acknowledge that due to rough and uneven terrain encountered on and off road, including travel within and between game parks, this tour is not recommended for guests with back problems or mobility issues.
6. I understand that for the protection of the primates, any visitor exhibiting signs or symptoms of illness shall be denied entry to Bwindi Impenetrable National Park, Uganda and if I am denied entry, I acknowledge and agree that I have no recourse against the Company I acknowledge and agree that the permit fee is non-refundable under all circumstances, including but not limited to cancellation at my behest for any reason, with the exception of when the permit is not issued or the Company cancels the tour, in which case the Company will refund the permit fee.
7. I am aware that no one can guarantee my safety while travelling and I acknowledge I have been strongly advised to have comprehensive health and accident insurance (including “travel insurance”), which provides coverage for illnesses or injuries I sustain or experience while travelling including pandemic/epidemic/infectious disease coverage, cancellation / curtailment coverage, medical evacuation, repatriation of remains, and life insurance.
8. I release the Company from all legal and financial responsibility for any harm that I, or my property might suffer as a result of my participation in the tour. I am voluntarily participating in this tour with knowledge of the inherent risks of travel and with travel that includes encounters with wild and dangerous animals, and I agree to assume all risks, including but not limited to those listed in this release of liability, whether those risks are known or unknown. I am aware that payment of deposit on the reservation indicates acknowledgement and acceptance of these risks.
9. I agree to indemnify and hold the Company, including all affiliates, harmless from any costs, penalties, legal fees or judgment that the Company has to pay related to my participation in the tour.

10. I am voluntarily participating in this trip, and I have voluntarily purchased this tour from The Company with the full understanding of these risks. I hereby assume and agree to accept any and all risks to my safety and security during the course of my trip, and I hereby release The Company and the Releasees from any claims that may arise during the course of my participation in the tour.
11. The laws of New South Wales, Australia shall govern and the courts of New South Wales, Australia shall interpret this Waiver.
12. If a court decides that any part of this Waiver cannot be enforced, I agree to change that part to make it enforceable. If the unenforceable part cannot legally be changed, it will be severed, but the rest of the Waiver will remain in effect.

This Waiver shall be binding on myself, my family, my heirs, and any attorney, agent, executor, trustee, representative or assignee.

I agree that I have read and understood this Waiver, I am of legal age and competent to sign it, and I do so voluntarily and without relying on anything the Company wrote or told me except what is written in this Waiver. I understand that I am free not to sign this Waiver and to find a different trip, and in doing so, I will not be able to participate in the tour. I, as a parent or guardian of a participant that is not of legal age, has also read and understood this Waiver and sign this Waiver voluntarily.

Before you sign this Waiver, please read it carefully because it affects your legal rights.

GUEST: _____ PARENT (GUARDIAN) if Traveller is under 18: _____

Signature

Signature

Please Print Name

Please Print Name (Participant)

Date

Date

Please email this information to GSA@globusfamily.com.au.