



Terms and Conditions – Please Read Carefully

Responsibility

Capture Africa Tours, LLC and its and their employees, shareholders, subsidiaries, affiliates, officers, directors, successors, and assigns (collectively "Capture Africa Tours") does not own or operate any entity which is to or does provide goods or services for your trip including, for example, lodging facilities, airline or other transportation companies, guides, or guide services, local ground or safari operators (whether or not they use Capture Africa Tours Company name), food service providers, etc... As a result, Capture Africa Tours is not liable for any negligent or willful act or failure to act of any such person, or of any third party. Without limitation, Capture Africa Tours is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services occasioned by or resulting from, but not limited to, acts of God or force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind or the threat thereof, overbooking of accommodations, mechanical or other failure of airplanes or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely, attacks or other actions of wild or domestic animals, disease, epidemics or the threat thereof, sanitation problems, lack of medical care and/or access to same, the negligence of Capture Africa Tours, or for any other cause beyond its direct control.

Assumption of Risk

Adventure travel can be dangerous and includes certain risks and dangers, including, but not limited to, the hazards of traveling in undeveloped areas, hazards of traveling by boat, canoe, raft, train, automobile, safari vehicle, aircraft, on foot, by animal or by other unconventional means, accident or illness in remote places without medical facilities or easy access thereto, dangers of wild or domestic animals, forces of nature, lack of sanitation, criminal and/or terrorist activity or the threat thereof, epidemics or the threat thereof, sickness or injury and the inability promptly to evacuate to appropriate medical facilities, extreme weather conditions, physical exertion for which client is not prepared, and evacuation difficulties. I accept the inherent risks of the proposed trip and acknowledge that the enjoyment of adventuring beyond normal safety of home and work is in part the reason for my participation on this trip. As a result, I hereby release Capture Africa Tours from all or any liability to the undersigned, his/her personal representatives, his or hers next of kin, from any and all losses, damages, death, inconvenience or injuries to the person or damage or loss of property of the undersigned, or on account of death, injury, loss of inconvenience resulting from any cause, including negligence of the Capture Africa Tour company or the negligent or willful conduct of others while the undersigned is participating in a tour or any travel or other arrangements made by Capture Africa Tours.

Air Transportation

If, for any reason beyond the control of Capture Africa Tours, scheduled flights or air fares are changed, any increase in airfare will be collect from tour members, and any decrease in fare will be refunded. The airline tickets issued by the airlines concerned, when issued, shall constitute the sole contract between these airlines and the purchaser and/or tour members of any of these tours.

Payment Policy

A deposit of up to 30% is required to confirm a booking, depending on program selected by check, credit card, paypal, or bank wire transfer. The final payment is due 90 days before your departure date by bank wire transfer. If your reservation is made with 30 days of departure, the entire cost of the trip must be paid on confirmation by bank wire transfer or credit card. The cost of wire transfer fees will be your expense and not the expense of Capture Africa Tours. If full payment is not received 90 days prior to departure, Capture Africa Tours reserves the right to cancel all arrangement without refund of any deposits received.



Cancellations by Client

If you cancel your trip, your deposit and all payments will be refunded, less a cancellation fee. If written notice of cancellation is received in our office more than 120 days prior to departure, the fee per person per trip is the full deposit – up to 30% of the trip cost, whichever is greater; 120-90 days, 40% of the trip cost, 89-75 days, 50% of the trip cost, 74-45 days, 60% of the trip cost, 44-31 days, 80% of trip cost; within 30 days, 100% of trip cost. Trip “no-shows” will receive no refund. For those taking a gorilla safari, the cancellation penalties above shall be increase by the cost of the gorilla permits, which are non-refundable. No partial refunds or credit will be given for unused services. Trip cancellation and interruption insurance is recommended and is available through our office.

Trip Cancellation by Capture Africa Tours

Although supplementary charge can sometimes be paid to operate a trip below our minimum participant level, Capture Africa Tours reserves the right to cancel any trip due to insufficient sign-ups or for other reasons. In the event of cancellation by Capture Africa Tours a full refund of payments on land costs will be given. Capture Africa Tours is not responsible for any expenses incurred by trip members such as equipment, medical costs, air tickets, babysitting fees, etc...

Insurance

We strongly recommend you protect yourself and your baggage with a short term traveler’s insurance policy, available through our office, your travel agent, or elsewhere. Baggage is carried entirely at owner’s risk; Capture Africa Tours assumes no liability whatsoever for damage, loss or delay of property. Trip cancellation insurance, subject to the policy limitations and exclusions, will cover certain losses on non-refundable air and land costs on trips canceled due to illness.

Miscellaneous

Changes in itinerary may be made at the discretion of Capture Africa Tours or your local ground operator. Any purchase of good or services which client makes while on the trip are solely at client’s risk, including, without limitation, such problems as defects, failure to ship or damage to good while in shipment, whether or not the purchase was made from a vendor recommended by a guide, other person rendering trip services or any third party. I agree that if I am injured or become ill, Capture Africa Tours may, at my cost, attempt to arrange medical treatment, evacuation or any other emergency services on my behalf as it deems essential for my safety and well-being. I accept responsibility to have all of my passport, visa, vaccination and other travel documentation in proper order. I realize I may contact the embassies or consulates of the countries I plan to visit for information, and that my passport may have to have a certain number of fully blank pages and be valid for at least six months after the trips end. For information concerning possible safety issues for international travel I acknowledge that I may contact the State Department, and for information concerning vaccinations and health issues I may call the “Centers for Disease Control” at 404-639-3534. Capture Africa Tours and your local operators of tours and/or suppliers of services reserve the right to remove anyone from a safari/trip/tour without refund who acts in a manner which is unsafe or inconsiderate to fellow travelers, or others and/or who ignores the request of his or her guide(s) to act in a safe and considerate manner. No changes in this Agreement can be made except by a writing signed by and office of Capture Africa Tours, LLC. Prices are subject to change without notice due to currency fluctuations, energy surcharges and/or other causes.



Binding Arbitration

Any controversy or claim arising out of or relating in any way to the Agreement, any promotional literature, representations, or other information relating to any way to the trip, or the trip itself, shall be settled solely and exclusively by binding arbitration in St. Joseph, Michigan in accordance with the commercial rules of the American Arbitration Association then existing. In any such arbitration Michigan substantive law shall apply. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscious ability, or formation of this contract, including but not limited to any claim that all or any part of the contract is void or voidable.

IMPORTANT: YOUR SIGNATURE BELOW CONFIRMS YOU HAVE READ THESE TERMS AND CONDITIONS. UNDERSTAND THEM AND VOLUNTARILY ACCEPT ALL OF THESE TERMS AND CONDITIONS.

Date: _____ Signature: _____

Please Print or Type Name: _____

Date: _____ Signature: _____

Please Print or Type Name: _____

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

Date: _____ Signature of Releaser (Mother): _____

Date: _____ Signature of Releaser (Father): _____

Please Print or Type Name of Minor _____

THIS CONTRACT MUST BE SIGNED & RETURNED TO VALIDATE BOOKING