

Magnum Excursions, LLC



BOOKING TERMS AND CONDITIONS

Magnum Excursions is the trading name of Magnum Excursions, LLC, a corporation registered in the state of Pennsylvania. The following terms as used in these Booking Terms and Conditions shall be considered synonymous: safari, tour, excursion and trip, all of which refer to the travel arrangements being booked with Magnum Excursions. The following phrase: "Limited Release and Assumption of Risk Agreement" shall be synonymous with the phrase "Liability form". Additionally, the following terms: client, guest, participant, member, passenger and traveler refer to you, as the traveler.

These booking terms and conditions are expressly made part of the following forms (a separate completed and signed copy of each being required for each traveler to confirm a trip reservation with Magnum Excursions.):

- Reservation Booking Form
- Liability Release and Assumptions of Risk Agreement

- 1. RESERVATIONS AND PAYMENTS:** Standard policy for the majority of Magnum Excursion's third party suppliers is that a provisional booking will be held for only a short period, after which a response is required on whether to confirm or release the space. Payment of a non-refundable deposit of \$500, along with the completed and signed Reservation Booking Form and the completed and signed Limited Release and Assumption of Risk Agreement are required in order to confirm your reservation. Upon receipt of your signed Reservation Booking Form and Liability Form and your deposit, we will, subject to availability, reserve your place on the selected safari. The balance of the safari price is split into two (2) payments: a) a payment of 50% of the remaining total safari is due November 1, 2018 and b) a payment of the remaining portion of the total safari is due February 1, 2019. Upon receipt of your deposit and the signed Reservation and Release forms (Note: If traveling as a couple, we need a signed copy for each attending guest), we will send you more detailed safari information, clothing lists, etc. All prices are quoted in U.S. dollars and must be paid in U.S. dollars.

CANCELLATION AND REFUND POLICY: Cancellations are only effective upon Magnum Excursions' receipt of written notification, signed by the client: The cancellation schedule is as follows:

- Cancellation Before Six (6) Months Prior to Departure Date. If cancellation is made more than six months prior to departure date, your non-refundable Deposit Payment is forfeited.
- Cancellation Between Three (3) Months and Six (6) Months Prior to Departure Date. If your cancellation is made between three months and six months prior to your departure date, you will be refunded up to thirty percent (30%) of the balance payments paid. This refund excludes the Deposit Payment and any portion of the Tour Fare already expended by Magnum Excursions to secure internal flights, animal viewing permits and any other goods or services related to the Tour.
- Cancellation Less Than Three (3) Months Prior to Departure Date. If your cancellation is made less than three months prior to your departure date or should you for any reason fail to join a tour or join it after departure or leave it prior to its completion, no refund of any kind will be made. Magnum Excursions recommend that you purchase travel insurance, including trip cancellation insurance, to protect you in case of this circumstance.
- Should you fail to join a tour or join it after departure or leave it prior to its completion, no tour fare refund will be made.
- Some airfares may not be refundable. There will be no refunds from Magnum Excursions for any unused portions of the tour. The above policy applies to all travel arrangements made via Magnum Excursions

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- 2. INSURANCE:** It is a condition of booking that the sole responsibility lies with the guest to ensure that they carry the correct comprehensive travel and medical insurance to cover themselves as well as any dependents or travel companions for the duration of their tour in Africa. We do not require travel insurance as each person weighs risk differently and therefore values travel insurance differently. When considering this insurance, one should consider inclusion of coverage in respect of, but not limited to the following eventualities: cancellation or curtailment of the safari, emergency evacuation expenses, medical expenses, repatriation expenses, damage, theft, or loss of personal baggage, money and goods. Magnum Excursions will take no responsibility for the costs for losses incurred or suffered by the guest or guest's dependents or travel companions with regards to, but not limited to, any of the above-mentioned eventualities.
- 3. MEDICAL INFORMATION / LIABILITY RELEASE:** Participation on a safari or tour to southern Africa requires that you be in generally good health. All guests must understand that while a high level of fitness is not required, measure of physical activity is involved in all African safaris and tours. It is essential that persons with any medical problems and/or related dietary restrictions make them known to us well before departure. Anti-malaria precautions should be taken and these are the sole responsibility of the client. Magnum Excursions will not assume responsibility for the accuracy of any medical information. You should consult your doctor or pharmacist for up to date requirements and personal recommendations. Any required inoculations should be recorded by the client's health practitioner and it is recommended that a vaccination certificate be in his/her possession throughout the tour. Magnum Excursions will not assume responsibility for the accuracy of any medical information. You should consult your doctor or pharmacist for up to date requirements and personal recommendations.

By forwarding the tour deposit, the signed Reservations Booking Form and the signed Liability Release and Assumption of Risk Agreement, the guest certifies that he/she does not knowingly have any physical or other conditions of disability that would create a risk for him/her or other tour participants. Each tour participant prior to commencement of a tour must sign a Liability Release and Assumption of Risk Agreement.

- 4. CURRENCY FLUCTUATION:** In order to keep our rates as low as possible, we do not build into the price an allowance to cover possible increases from currency fluctuation. Therefore, as currencies do fluctuate constantly around the world, it may be necessary for us to raise the tour cost, at any time before final payment, if there are exceptional cost increases beyond our control. Wherever possible, Magnum Excursions has attempted to have all international reservations quoted in U. S. Dollars to minimize this effect; however, some foreign lodging or events scheduled are quoted to Magnum Excursions in local currencies. An increase in the tour price shall not be sufficient grounds for any refund or fees already paid for the tour.
- 5. AIRFARES AND DELAYS:** Airfares are subject to change without notice prior to ticketing. Note that intra-Africa airfares, whether included in your trip total cost or quoted to you separately, may become due and payable in full to Magnum Excursions at any time after the initial deposit in order for us to secure ticketing for these flights as required by the airline or tour operator.
Magnum Excursions is not responsible for any airline schedule or airfare changes, cancellations, overbooking or damage or loss of baggage and property to the extent that such items are beyond its control. Any and all claims for any loss or injury suffered on any airline must be made directly with the airline involved and not Magnum Excursions. Air schedule changes may necessitate additional nights being added to your tour. Provided these schedule changes are beyond the control of Magnum Excursions, any resulting additional costs must be borne by the guest. Magnum Excursions cannot be held liable for any delays or additional costs incurred as a result of airlines not running to schedule.

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6. **TOUR CANCELLATION:** Magnum Excursions cannot be held responsible for occurrences that are beyond its control, such as strikes, wars, acts of God, acts of government or any other cause whatsoever, beyond its control that may make operation of the tour impossible, illegal or inadvisable. Magnum Excursions is not responsible for any expenses incurred by tour members in preparing for the tour, including non-refundable tickets, special clothing, visa or passport fees, or other tour related expenses.
7. **ITINERARY CHANGES AND SPECIFIC ACCOMODATIONS:** Although every effort is made to adhere to schedules and to stay at specific pre-announced lodges, it should be noted that the tour operators in Africa may be obliged to occasionally change routes, order of events or specified lodges on safari as dictated by changing conditions. Seasonal rainfall, bush fires and other natural occurrences may bring about such conditions. Airlines, aircraft for specific flights and other transfers may also need to be changed for various reasons. Magnum Excursions shall not be held responsible for such itinerary changes as discussed above and shall not be held liable for any refund, provided such changes are beyond the control of Magnum Excursions. If any of the above conditions results in a refund from the Africa operators, the refund in full will be forwarded by Magnum Excursions to the traveler.
8. **WILD ANIMALS AND GAME VIEWING:** Please be aware that a safari may take you into close contact with wild animals. Attacks on safari by wild animals are rare, but no safari into the African wilderness can guarantee that this will not occur. Magnum Excursions cannot be held responsible for any injury or incident on the safari. Always follow the safety instructions from the specific lodge guidelines and lodge staff with regards to moving freely in and around the lodges. Always follow the guide instructions while on game activities throughout the safari.
9. **GAME VIEWING:** No guarantees are given for sightings of specific species of wildlife or for what may be considered good or poor game viewing”, as the animals that inhabit the areas you will visit are wild and therefore behave as such. Magnum Excursions cannot be held responsible in any way for the presence or lack thereof of wildlife numbers, nor for the quality of game viewing on your safari.
10. **CODE OF CONDUCT:** Each participant shall conduct themselves in a civil manner not only to me but to each of the other participants. There will be zero tolerance for harassment, rude or aggressive behavior. Harassment includes offensive verbal comments related to gender, age, sexual orientation, disability, physical appearance, body size, race, religion, sexual images in public spaces, deliberate intimidation, stalking, following, harassing photography or recording, sustained disruption of events, inappropriate physical contact, and unwelcome sexual attention. You will be warned once. If the problem continues, you will be asked to leave the group without any refund whatsoever and it will be your sole responsibility both physically and financially to make arrangement to leave the group immediately.
11. **PASSPORTS & VISAS:** The onus is upon the guest to ensure that passports and visas are valid for the countries they plan to visit. Magnum Excursions cannot be held liable for any visas and/or passport requirements for the countries visited.
12. **USE OF LIKENESS AND/OR NAME:** We reserve the right to make photographs or videos that include your likeness and/or your name, during the operation of any workshop or tour, and to use the resulting photography in whole or in part for promotional purposes, including, but not limited to: advertising and publicity both in electronic media and print. By booking a workshop or tour with Magnum Excursions, LLC, participants agree to allow their images to be used in such photography. Any participants who prefer that their image not be used are asked to identify themselves to the leaders at the start of their trip. We also reserve the right to use, in all or in part, any written reviews you may provide to us in our advertising and publicity both in print and electronic media.
13. **NOT INCLUDED** (varies by itinerary): Insurance to cover for cancellation and curtailment, medical, baggage, money, and emergency evacuation; also, not included any excursion not related to the safari. On some safari

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itineraries, the following are not included: beverages in certain areas; personal laundry, gratuities to guides and lodge staff,

- 14. GUEST REPRESENTATION AND CONSENT:** The person making any booking with Magnum Excursions warrants that he or she has authority to enter into a contract on behalf of all other persons included in the booking and in the event of failure of any or all of the other persons so included to make payments, the person making the booking shall by his/her signature thereof assume person liability for the total price of all bookings made by him/her. The payment of the deposit or any other partial payment for a reservation on a tour constitutes consent by all guest covered by that payment and the provisions of the Terms and Conditions contained herein.
- 15. LIMITATIONS OF LIABILITY:** *This section defines Magnum Excursions' responsibility with respect to all of our safaris and tours booked for our guests, including extensions and independent arrangements. Please read carefully.*

Magnum Excursions, its owners, and employees give notice that they act only as the agents for the owners, contractors, and suppliers providing means of transportation and/or all other related travel services and that they assume no responsibility, howsoever caused, excepting its own negligence or willful misconduct, for injury, death, loss, or damage to person or property, delays or change in air or other services, howsoever caused, irregularity, inconvenience or additional expenses in connection with any services resulting directly or indirectly from: defect of any vehicle, act of God, act of war, insurrection, revolt, terrorism, government restrictions and regulations, or other civil uprisings or disturbances, military action, quarantines, strikes, weather, sickness, wars, detention, annoyance, delays, thefts, pilferage, force majeure, wild animals, failure of any means of conveyance to arrive or depart as scheduled, travel advisories, discrepancies or changes in transit, hotel and other services over which it has no control, occurring in either the country of origin, destination or through passage or through the acts or default of any third party company or persons engaged in conveying the passengers or in carrying out the arrangements of the tour, except for such losses caused by the negligence or willful misconduct of Magnum Excursions. Magnum Excursions may not be held responsible for any loss or damage to luggage, before, during or after the tour program.

Upon advancement of deposit to Magnum Excursions, the depositor acknowledges that he/she has read and understands the above recited Terms and Conditions and agrees to be bound by them.