



WAIVER OF LIABILITY FOR AFRICA

Note that:

- 1) A separate waiver needs to be completed by each adult member of the trip. A parent may sign the waiver on behalf of a minor (under 18 years) only. Otherwise, all members of the travel group are kindly requested to read and understand this before booking, and to return the signed and witnessed waiver to us 60 days or more before coming out on the trip. The witness must **not** be a family member.
- 2) Signing this waiver will not necessarily allow you to participate in any activity or stay at a camp or lodge. Any property, local operator, national park service, guide or service provider may require you to sign a separate waiver prior to staying in their properties or participating in an activity. We are not responsible for you not being allowed to do so if you refuse to sign a waiver. We can supply you with copies of these supplier waivers for your scrutiny, provided that the request is received by us not less than 14 days before the start of your trip.

Please read the following information and statements about your trip and the subsequent *Waiver* carefully.

The trips (read *journeys, safaris, hikes* and/or *mountain climbs*) offered by A Step Ahead ('we') involve travelling in some of the more remote and colourful areas of Africa, and you will be travelling and camping among people who still live in their traditional manner. In these areas, wild animals such as elephant, buffalo, hippo, lion, leopard, hyena, crocodile and other reptiles roam. Many services common in your home area (such as communications, telephones, medical assistance and evacuation in the face of danger, illness or injury, ground, water or air transport, among others) may be unavailable or provided at a lower standard than that available near your home. For example, the standard of roads can be such that travel is impossible during or after heavy rain or floods. In many areas it is not possible for an aircraft to land at an airstrip at night, even in a medical emergency. Some areas in which you will be travelling are malarial areas. While prescription drugs may aid protection against contracting malaria, these are ineffectual if not taken properly and there might still be a possibility of contracting this disease.

All participants of a safari are hereby informed that anyone travelling in an open-sided vehicle, on foot, in a hot air balloon, by boat, canoe or other water borne carriage is at greater risk of injury than when travelling in an enclosed vehicle in the face of an attack by a wild animal or other incident, no matter what precautions might have been taken to lessen any risks. There may be times when it is necessary to travel in the ways mentioned in this paragraph. While precautionary measures will be taken (e.g. carrying communication devices, being accompanied by experienced personnel or, where appropriate, by an armed and trained person), all participants are hereby notified that their participation in any of these activities signifies that they have understood that increased risks exist, and that they bear full responsibility by signing this waiver and by participating in the activity.

Some of these activities are optional. As a result we request that you clearly indicate your wish to participate in them or otherwise, so that we may organize or book some of these activities for you if they are possible. This does not guarantee that you will do any of these activities. That may be determined by the details of your itinerary and your *A Step Ahead* guide or our company representative. Depending on the composition of your group, it may not be possible to do an activity, even if you wish to do so. This may be due to the number of guides, vehicles or other methods of transport available or due to safety considerations.

Optional activities: Statement read, understood and signed by the participant -

I acknowledge that there is a greater element of risk involved in each of the optional activities listed below (though not limited to these) and that I /we could opt not to participate in some of these during a safari. Please strike out or write *No* if you do not wish to do these. Please initial or write *Yes* if you do wish to have the opportunity to participate and understand the risks.

- 1) Bush walking or tracking animals on foot : _____
- 2) Fly camping / camping in a very lightweight tent with separate toilet facilities : _____
- 3) Safari in a canoe or small boat with a capacity of less than 4 passengers : _____

Place your initials/signature here to indicate that you have read this page : _____

A Step Ahead S.L. * custom guided journeys

Whilst very sincere efforts are made to minimise the risks without losing the essential flavour of adventure, it is clear that some risk remains, for which the organisers cannot be expected to assume responsibility. Accordingly, NEITHER A STEP AHEAD S.L., NOR ITS EMPLOYEES, SUBCONTRACTORS, SUPPLIERS, SERVANTS OR AGENTS (E.G. NOMAD TANZANIA LTD, GRUMETI RESERVES LTD, ASILIA LODGES AND CAMPS LTD, NEW AFRICAN TERRITORIES, NGONG HOUSE, GOVERNOR'S CAMP, PRIMATE SAFARIS & OTHERS) WILL ACCEPT LIABILITY FOR ANY LOSS, INJURY, DAMAGE OR DEATH, however arising, while you and/or your family and/or guests are on the trip, climb, safari and/or other journey, including your stay in camps. Nor will they be responsible for any loss, injury, damage or death before or after the trip for which they have made bookings for you for ACCOMMODATION, TRANSPORT, SAFARIS, or any other extras. These exclusions of liability do not apply if loss, injury, damage or death was directly caused by wilful misconduct or gross negligence by the management of A STEP AHEAD S.L. or of a supplier for which A STEP AHEAD S.L. is legally responsible. The entire liability shall in any event be limited to US\$10,000 per person.

We recommend that you see your medical practitioner to assess your general health if you have any doubts regarding your general health while in Africa. Some of your guides and camp or lodge staff may have had basic first aid training, but their judgements should not be considered as medical advice as this can only be given by medical personnel. In case of an emergency, you will be liable for the cost of medical evacuation, medical treatment and any extra transport or accommodation costs. We require you to have insurance to cover emergency medical evacuation, repatriation and your health for the duration of this trip. We recommend that you also have additional insurance to cover other travel related risks. If you have any further questions about the risks of travel in Africa, we suggest that you contact us before signing this waiver.

Please complete the following:-

Insurer _____ and policy number _____ covers my health, emergency medical evacuation and repatriation for the duration of this trip. If minors are included in this waiver state their name(s) and insurance details here:

***Waiver of Liability* - We respectfully ask each adult group member to sign a copy of this waiver.**

I, _____ have read the above information and statements and the separate ***General Terms & Conditions*** (*Terms and Conditions A Step Ahead 2018*) and have understood them. I THEREFORE RELEASE AND DISCHARGE A STEP AHEAD S.L. FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM MY PARTICIPATION IN THE TRIP. I agree this release shall be legally binding upon myself, all minors under the age of 18 travelling with me whose names are listed below, and our heirs, successors, assigns, and legal representatives. I fully assume all risk of travel and release A STEP AHEAD S.L. and its suppliers from any and all liabilities, unless explicitly excluded in the statements above, to the maximum extent permitted by law. I also confirm that I/we am/are in good health and in proper physical condition to participate in this trip.

Names of minors (<18yrs) covered by this waiver _____

PARTICIPANT/GUARDIAN'S SIGNATURE _____ DATE _____

FULL NAME AND ADDRESS

WITNESS (NOT FAMILY MEMBER) SIGNATURE _____ DATE _____

FULL NAME AND ADDRESS

A Step Ahead S.L. * custom guided journeys

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