

## **SAFARI LIABILITY WAIVER**

*Please read these pages carefully,*

Our safaris and/or mountain climbs involve travelling in some of the more remote and colourful areas of East Africa, and we will be travelling, walking 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; evacuation in the face of danger, illness or injury; ground, water or air transport etcetera) may be unavailable or provided at a lower standard than that which would be available to you in your home country. The standard of roads, for example, 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.

Anyone climbing a high mountain in Africa is hereby made aware that often there is a rapid gain in altitude over a few days. For example, on Mt Kilimanjaro the highest mountain in Africa, the trek starts from about 7,000 ft (2,100 m) above sea level and culminates at 19,340 ft (5,895 m) a few days later. The combination of heat, strenuous exercise and being at high altitude is a formidable one, which should not be taken lightly. There is a risk of dehydration and contracting altitude sickness, such as cerebral or pulmonary oedema, both life-threatening diseases. In cases of severe acclimatization difficulties a climber may be advised by the guide to descend, rather than continue. In such cases the advice of the guide should always be heeded. There are parts of the climb, such as the western breach, which are exposed and strenuous. In cases of injury or any other health problem, the nearest health facility can be a couple of days hike away. It is not possible to arrange an air rescue on Mt Kilimanjaro, and the nearest airport is Moshi airport, which is off the mountain.

All participants in a safari are hereby informed that in the face of an attack by a wild animal, anyone travelling on foot, in a boat, canoe or other water borne carriage is at greater risk of injury than when travelling in an enclosed vehicle no matter what precautions might have been taken to lessen any risks. There may be times when the opportunity to travel in the ways mentioned in this paragraph might arise. All participants are hereby notified that their participation in any of these activities signifies that they have understood that these increased risks exist, and they bear full responsibility by signing this waiver and participating in the activity.

Whilst every sincere effort is 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 ARUSHA FORTES LTD NOR ITS EMPLOYEES, SUB-CONTRACTORS, SUPPLIERS, SERVANTS OR AGENTS (IN TANZANIA OR OTHER COUNTRIES IN WHICH TRAVEL ARRANGEMENTS ARE MADE ON YOUR BEHALF) WILL ACCEPT LIABILITY FOR ANY LOSS, INJURY, DAMAGE OR DEATH, however arising while you and/or your family and/or guests are on the climb and/or safari, or other journey including your stay in camps and lodges. Nor will they be responsible for any loss, injury, damage or death before or after the climb or safari 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 willful misconduct or gross negligence by the management of ARUSHA FORTES LTD or of a supplier for which ARUSHA FORTES LTD is legally responsible. The entire liability shall in any event be limited to USD 5,000 per person.

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

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We recommend that in the case of a climb or a safari you see your medical practitioner (presenting your Medical Assessment Form in the case of a climb) if you have any doubts regarding your performance at high altitude or your general health while in Africa. If you have any further questions about the risks of travel in Africa, we suggest that you contact us before signing this waiver. Some of our suppliers and us may have had basic first aid training, but their judgements should not be considered as medical advice, which can only be given by medical personnel. In case of an emergency, the cost of evacuation or medical treatment shall be incurred by you, if such costs are not covered by your insurance. We strongly advise you to have individual personal travel, accident, trip cancellation, medical and baggage loss insurance.

We respectfully ask you each to sign a copy of this advice to confirm acceptance of the above waiver.

I, \_\_\_\_\_, have read the above Waiver of Liability and have understood it. I THEREFORE RELEASE AND DISCHARGE Arusha Fortes Ltd FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM MY PARTICIPATION IN THE SAFARI AND/OR CLIMB, unless where explicitly accepted in this waiver. I agree this release shall be legally binding upon myself, all minors under the age of eighteen travelling with me and our heirs, successors, assigns and legal representatives. It is my intention to fully assume all risk of travel and to release ARUSHA FORTES LTD and its suppliers from any and all liabilities unless where and to the extent explicitly accepted in this waiver, always to the maximum extent permitted by law.

Names of minors covered by this waiver \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

FULL NAME AND ADDRESS (PLEASE PRINT)

\_\_\_\_\_  
\_\_\_\_\_

WITNESS SIGNATURE \_\_\_\_\_

FULL NAME AND ADDRESS (PLEASE PRINT)

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