

Terms & Conditions of Travel for 2025

Africa Wildlife, Wine & Waterfall Safari Adventure



1. PRICE INCLUDES:

- International and regional flights and transfers as specified in the itinerary and includes one suitcase per person.
- Accommodation: in twin/i-person rooms with en-suite facilities.
- Meals & Activities: Meals and activities are as per the itinerary.
- Guide: Professional English-speaking local guide(s).
- Sightseeing & Entrance Fees: Vehicle size depends on number of travelers. Entrance fees as per itinerary.
- Services Charges & Taxes: All taxes charged by local governments on services that are part of the tour itinerary.

2. PRICES DO NOT INCLUDE:

- Personal expenses: Telephone and data port charges at some hotels, meals and drinks, unless otherwise specified in the itinerary.
- Tips: To guides, drivers and hotel personnel.
- Insurance: Travel insurance is mandatory and may be purchased at the time of deposit through Tourcan Vacations or the Client provider of choice.
- Visa for Zimbabwe payable in cash at the border or new visa charges/requirements on arrival at any country visited.

3. PAYMENT CONDITIONS: Unless otherwise stated in your invoice, a non-refundable deposit is required at the time of booking. Tourcan Vacations office must receive the final payment on June 4th, 2025. For bookings made after June 1st, 2025 full payment is due at time of booking. Tourcan reserves the right to cancel a booking where any payment is not fully received by its due date.

Note: Some suppliers may require credit card holding/security/damage deposit on arrival. Please ensure you are carrying one or more valid credit cards on this trip.

4. TERMS & CONDITIONS: The purchase of packages, air only or tours (from now on referred to as the "Travel Services") offered by Tourcan Vacations constitutes a contractual agreement between Tourcan Vacations, Karen Clegg and the Client and implies your acceptance of Tourcan Vacations terms and conditions. Please read these terms and conditions carefully and understand them before booking.

5. PRICES INDICATED: Prices quoted on www.allwings.ca website or by reservations staff are based on double occupancy and in Canadian dollars (\$CDN) unless otherwise indicated and are based upon the prices of service providers, exchange rate, cost of fuel, taxes, and other fees in force at the time of preparation of the present brochure. All prices are valid upon publication date and are subject to change without notice. Unless the Client has paid in full, all prices may be increased at any time and for any reason. Where there is an increase in the total price of the Travel Services after a deposit has been paid and the cumulative increase, except any increase resulting from an increase in retail sales tax or federal goods and services tax, is more than 7 percent, the Client has the right to cancel the contract and obtain full refund.

6. RESERVATIONS/DEPOSIT/CONFIRMATION: Reservations must be accompanied by a deposit or payment in full before they can be considered confirmed.

7. FINAL PAYMENT: Final payment must be received by Tourcan Vacations by June 4th, 2025. Reservations made June 1st 2025 or after, must be accompanied by payment in full. If final payment is not received within the required period, Tourcan Vacations reserves the right to cancel any such reservations without prior notice and levy applicable cancellation fees.

8. PAYMENT BY CREDIT CARD:

Signed copies of Credit Card Authorization Forms must be in our possession before final documents will be issued. Payment by credit card incurs a processing fee. For Visa/Mastercard, the fee is 3%, and for Mastercard is 3.5%.

9. CHARGES FOR CHANGES: Any changes to a reservation will be subject to a \$50 change fee in addition to any fee(s) charged by the Supplier. If any change made by one or more Clients alters the basis of room occupancy, rates will be adjusted to reflect true room occupancy status. Changes in Client names will be treated as a cancellation, and cancellation fees will apply. Charges will apply for any changes in Client reservations (subject to availability) before and after the departure date.

10. TOUR CANCELLATION CHARGES: Charges will apply in case of any cancellation. Insurance premiums are non-refundable, in whole or in part, whether cancelled before or after the departure date. The day of departure is excluded when calculating cancellation or change fees. All cancellation fees must be calculated based on the total amount of the products and Travel Services purchased. Tourcan Vacations reserves the right to cancel a booking where any payment is not received by its due date.

CANCELLATION BEFORE OR AFTER DEPARTURE DATE:

- Up to 160+ Days prior – loss of deposit*
- 159 to 0 Days prior- 100% penalty*

*159 to 0 Days prior to and after departure date - 100% penalty. 160 days+ loss of deposit ***plus any unrecoverable deposits paid to airlines or suppliers.** No refunds will be made for any unused portion including hotels, activities, transfers, meals, international or domestic flights with or without notice, unless cancelled or missed by the supplier.

FARE RULES INTERNATIONAL FLIGHTS: AFTER TICKETED

Change: Date change is not permitted due to group space

Cancellation: 100% non-refundable including taxes

Future Travel Credit: Airline dependent, ticket is valid for one (1) year from the original date of issuance and travel must complete within this validity period. The new base fare amount must be recalculated using current and applicable fares in effect at the date of issuance. If the new flight segment has an equal or higher value, the fare difference must be paid. If the new flight segment is of lower value, the fare difference is lost, and no refund will apply. Tourcan Admin Fee is CAD50.00 per person.

FARE RULES REGIONAL FLIGHTS: AFTER TICKETED

Change: Date change is not permitted due to group space

Cancellation: 100% non-refundable including taxes

11. FLIGHTS AND CARRIERS

Clients acknowledge and accept the following:

- **Changes:** Flights offered by Tourcan Vacations are conducted in accordance with the applicable tariffs of the air carrier and pursuant to regulations set out by the Canadian Transportation Agency. All such flights and rates are also subject to approval by the relevant government authorities. Consolidations and changes in the published schedule, aircraft type, days of operation, air carrier providing air transportation, and flight itinerary may be undertaken at any time and without prior notice in accordance with the air carrier's tariffs.
- **Fares and Taxes:** Fares and taxes may increase between the time of quoting, booking, and tickets being issued.
- The fares quoted are subject to class availability and may have booking conditions attached.
- Tickets must reflect the passenger's name as shown in their passport. If names are not reflected correctly, boarding may be denied. Name changes after ticketing may incur fees.

- **Schedule Check and Connecting Flights:** Flight schedules are subject to change without notice. Clients having purchased air only must reconfirm their return flight within 24 to 72 hours prior to the scheduled take-off time. Tourcan Vacations undertakes to notify Clients reasonably in advance through means it deems appropriate of any schedule changes resulting in the advancement or delay of the flight departure times or in case of flight cancellation. Clients must allow sufficient time to make their connection when booking connecting flights. No control can be exercised over air carriers to guarantee flight schedules, which various circumstances may alter or affect. Tourcan Vacations will not be liable for any change of schedule or a missed flight connection, including any additional fees incurred and special, incidental, or consequential damages (including the carriage of baggage) arising from the foregoing, whether or not it had the knowledge that such additional fees or damages might be incurred.
- **Airport check-in:** it is recommended that Clients arrive at the airport check-in counter at least 3 hours before departure. Failing this, their reservation may be cancelled, and their seats may be assigned to other clients with no right of recourse.
- **Seat assignment:** unless already pre-assigned, staff at the air carrier's check-in counter conducts aircraft seating.
- **Other applicable conditions:** Air transportation is subject to all applicable government regulations and is governed by the Montreal Convention, or the Warsaw Convention as the case may be, the applicable tariffs of the air carrier, as well as the conditions of contract appearing on the airline ticket. Any amendments or changes to the applicable air carrier's general terms and conditions of carriage, once filed with and approved by federal regulatory authorities, are not subject to additional public notice and are legally binding.
- **Refusal to transport:** Removal of passengers: Tourcan Vacations shall not be liable for refusal by itself or the air carrier to transport a passenger nor for the cancellation of a reserved space or removal of a passenger due to, but not limited to, safety reasons, to prevent the violation of any applicable laws of any country or to prevent any hazard or risk to such passenger, to any other person or property, or the flight.

12. VALIDITY OF TICKETS: Tickets are made out in the Client's name provided by the Client, and are not transferable. Tickets are valid only on the dates and flights indicated. Unused portions of tickets may not be used for travel on other flights and are not subject to refund at any time.

13. BAGGAGE:

- **Limits:** Air carriers have individual rules and regulations with respect to baggage weight, size, and number. Clients must review the issued ticket and consult with the travel agent for applicable restrictions
- **Liability:** The provisions of the Montreal Convention, or the Warsaw Convention as the case may be, the applicable tariffs of the air carrier, as well as the notice appearing on the passenger ticket and baggage check, govern the loss of and damage to baggage and establish the limits of air carrier's liability. Baggage lost or damaged while boarding or disembarking a ship must be reported to the Purser's office before the ship's departure from port or before leaving the local customs area. Passengers' baggage and property are transported, stored, and handled at the owner's risk at all times.

14. TRAVEL DOCUMENTS: Clients' accept full responsibility to obtain at their own expense all necessary travel documents required by all relevant government authorities, including all ports of call, and to comply with the laws thereof. Passports will be required for all air and sea travel to or from all destinations and may have to be valid for six months beyond the date of the expected return to Canada and must have no less than six blank pages side by side. Canadian Citizens born in certain countries may require a visa in addition to a valid passport. A permanent resident card will be required for permanent residents/landed immigrants who are not Canadian citizens. One (1) parent traveling with a child under age 18 must obtain a notarized letter of consent signed by the parent not traveling.

Travel Documents continued

Clients are responsible for checking which documents are required and then making certain that they have the necessary documents in hand before departure. Without further recourse or the possibility of a refund, the carrier or relevant authorities may deny Clients boarding privileges failing to provide the required documents. Entry to another country may also be refused even if the required information and travel documents are complete. No refund or replacement will be given for lost or stolen travel documents. Neither Tourcan Vacations nor Karen Clegg shall not be liable for any aid or information provided by its employees or the travel agent in connection with obtaining any necessary travel documents or complying with any laws, whether given orally, in writing, or otherwise, or for the consequences suffered by any Client resulting from his/her failure to obtain such documents or to comply with such laws.

15. CLIENT ADVISORY: Some events are part of normal unpleasant occurrences which can happen when traveling abroad. The Client realizes this, solely assumes the consequences thereof and agrees that Tourcan Vacations cannot be held responsible for any damages or costs due to such occurrences.

- **Living Standards:** Clients are asked to bear in mind and accept that living standards and practices at the destination, and the conditions there with respect to the provision of utilities, services and accommodations, may differ from those found in Canada.
- **Service disruptions:** Some services, including water, electricity, air-conditioning, security, sanitary conditions, pools, food, beverages, and other services or benefits, may be suspended or interrupted partially or entirely during the Client's stay. Likewise, depending on the occupancy rate of hotels, à la Carte dining may be replaced by buffet or vice-versa.
- **Food, water, and beverages:** The food, water, and beverages may not be up to North American standards. Accordingly, Clients assume sole responsibility for any illness suffered while abroad or upon return owing to the quality of the food, water, and beverages.

16. ROOM ALLOCATION: Hoteliers are responsible for room allocation in accordance with the category reserved by the tour operator. Should Clients choose to alter their room category upon arrival at their destination (upon availability), they must make their own arrangements with the hotelier and assume all additional fees levied by them.

17. CHECK-IN AND CHECK-OUT CONDITIONS: Clients acknowledge and accept that hoteliers, in accordance with international standards, have specific check-in times, usually from 3 PM and check-out by noon on the scheduled day of departure or by noon on the day immediately preceding a late night departure. The check-in and check-out times may differ from one accommodation to another.

18. CLIENTS REQUIRING ASSISTANCE:

This Wildlife, Wine, and Waterfall adventure tour requires that you have full mobility and can walk and hike independently.

19. CHANGES TO TRAVEL SERVICES:

If Travel Services are no longer available prior to the departure date or after arrival at destination, Tourcan Vacations reserves the right to substitute them for comparable goods or Travel Services, or, alternatively, to cancel them.

- **Changes to the itinerary:** Tourcan Vacations and the participating tour operator reserves the right to cancel, modify, substitute, or re-schedule any portion of the 2025 African Wildlife, Wine & Waterfall Safari Adventure, including to omit one or more stops, with or without prior notice to the client including accommodations and activities, due but not limited to, unfavourable weather conditions, or any other conditions which warrant such modification, substitution or cancellation. No refunds can be made; however, as a professional entity, we will, in our best efforts, make comparable and suitable substitutions where appropriate to maximize the return on the travel investment by the clients of the travel itinerary.

20. CLIENT RESPONSIBILITY:

- **Health:** Clients whose physical condition so requires must ensure that they have a sufficient quantity of any required medication with them and that they carry such medication in their hand baggage at all times. Clients must also consult competent medical authorities not less than six weeks before departure about preventive medical measures regarding the countries to be visited.
- **Insurance:** I, the Client, understand and acknowledge that purchasing comprehensive travel insurance is mandatory and that coverage for circumstances, including COVID-19, depends on the policy I purchase. The travel coverage I purchase through the travel insurance policy I obtained to cover these travel arrangements will dictate any coverage for financial loss resulting from these circumstances.
- **Activities:** Tourcan Vacations cannot be held responsible for any accident or mishap occurring at the destination during the practice of activities in which the Clients participate of their own free will, including those activities included in the tour.

21. FORCE MAJEURE: Tourcan Vacations shall not be liable for failure in the performance of any of its obligations, including, without limitation, any loss or damage resulting from any delay, cancellation, loss of personal belongings, illness, bodily injury, accident, death, deterioration of Travel Services, inconvenience, loss of enjoyment, disappointment or frustration, either mental or physical, due to:

- An Act of God or Force Majeure;
- A war, revolution, insurrection, riot, blockage, or any other unlawful act against public order or authority, including an act of terrorism or threat thereof;
- Fire, flood, explosion, earthquake, epidemics, quarantine, storm, lightning, tornado or adverse weather conditions generally;
- Accident to or failure of an aircraft or equipment used in connection therewith, loss of or hijacking of an aircraft, or any shortage of or inability to provide labor, fuel or facilities;
- Any strike, lock-out, labor dispute, or other industrial disturbance, whether involving Tourcan Vacations' employees, the employees of its service providers, or others upon whom Tourcan Vacations relies;
- Any government order, regulation, action or inaction or any failure to obtain the approval of a government authority having jurisdiction in the circumstances as may be required to the conduct of operations hereunder or any government or legal restraint upon such operation;
- Others upon whom Tourcan Vacations relies for the performance of the whole or any part of any Travel Services hereunder;
- Any other causes beyond the reasonable control of Tourcan Vacations and any other event not reasonably to be foreseen, anticipated, or predicted, whether actual, threatened, or reported, which may interfere with the operations of Tourcan Vacations or its service providers.

22. EXCLUSION OF LIABILITY: For full details, see **Release of Liability, Tour Waiver of Claims, Assumption of Risk, and Indemnity Agreement** included herein in the **Terms and Conditions of Travel Agreement**. Tourcan Vacations and its agents/tour operator(s), including Karen Clegg, make arrangements with air carriers, hotels, transfer operators, and other independent parties to provide Clients with the Travel Services they purchase. Although Tourcan Vacations takes excellent care in selecting these service providers, it has no control over them. It cannot be held responsible for their omissions, fault, or negligence, or that of their employees, nor for any loss or damages suffered as a result. Travel Services provided are subject to the conditions imposed by the service providers, and their liability is limited by their tariffs, conditions of carriage, tickets, vouchers, international conventions, and agreements.

23. ACTIVITIES NOT INCLUDED: Tourcan Vacations, including Releasees shall not be liable for the quality or safety of activities (such as excursions, optional tours, little extras, and others) available at the destination that Clients may wish to participate in and which are not included in the package, nor for any other representation made by the operator of any such activities. Any written or oral contract for all such activities shall be deemed to be made between the Clients and the operator of such activities and shall be undertaken at the Clients' own risk of loss, damage, or injury. Tourcan Vacations, its Agents/Tour Operators, and Releasees shall not be liable in any manner for any complaints or claims that may arise as a result of participation in any such activities which are offered by third parties.

24. COVID-19: For the 2025 Africa Wildlife, Wine & Waterfall Safari Adventure, I requested that Karen Clegg, an external agent operating under Tourcan Vacations, an independently owned and operated travel business ("Agency"), book travel arrangements and activities on my behalf. Due to the COVID-19 pandemic, I acknowledge and understand that these travel arrangements may be interrupted or cancelled by the associated travel supplier, a government entity, or another third party outside of Agency's control for reasons that are unforeseeable at this time. I also understand and acknowledge that travel involves the risk of various hazards to health and safety, including but not limited to injury, illness, disease, epidemics, and pandemics. I expressly understand and agree that I assume all such risks associated with travel, whether or not specified herein. I further understand that neither Karen Clegg nor the Agency has any control over the associated supplier's policies, which, in addition to applicable law, will solely govern any cancellation, rebooking, and refund related to these travel arrangements, nor the laws and regulations the govern entry to countries visited, or the laws and regulations as perceived including vaccination by the airlines.

25. CONFIDENTIALITY: Tourcan Vacations strictly complies with principles of confidentiality with respect to Clients personal information, including in accordance with the Personal Information Protection and Electronic Documents Act.

26. LAWS: The laws of the province where the Canadian gateway city is located govern this agreement. Any legal action instituted against Tourcan Vacations, including Releasees, must be heard before the courts of this province of Ontario. For the purposes of any such proceedings, the parties hereby agree to elect domicile in the judicial district of the Canadian gateway city in question. The voiding of one or other of the clauses hereto shall neither annul nor invalidate this agreement, known as the Terms and Conditions. Tourcan Vacations is registered as a wholesaler in Ontario.

27. RULES OF PARTICIPATION IN THE 2025 AFRICA WILDLIFE, WINE & WATERFALL SAFARI ADVENTURE: Any client(s) disrupting the peace and enjoyment of the tour for other travellers in the group, including their roommate, or failing to adhere to the rules of the tour, may be asked to return to Canada before the end of the tour, by and in the sole discretion of the Tour Leader, all costs for which will be borne by the offending client, including no refund on the tour or flights, and the costs of return to Canada.

I, the undersigned, have read, understood, and agree to the Terms & Conditions of Travel.

Date: _____ Name: _____ Signature: _____

Privacy Notice: Tourcan Vacations and Karen Clegg respect your privacy. Any personal information we collect is used only to develop products, services, and offers, communicate with our Clients, and complete the transactions that ultimately deliver our products and services to you. Your personal information is not shared, without your consent, with third parties to market or sell their products or services.



RELEASE OF LIABILITY, TOUR WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE PLEASE READ CAREFULLY!

TO: TOURCAN VACATIONS, KAREN CLEGG, AND SUPPLIERS IN ZIMBABWE, BOTSWANA, AND SOUTH AFRICA and their respective directors, officers, employees, agents, volunteers, independent contractors, Representatives, successors, and assigns (collectively referred to as the "RELEASEES").

Client Name	Last	First		Initial
Address	Street (inc. Apt #)			
	City		Province	Postal Code
Birthdate	Day	Month	Year	Cell/Home Phone #:

DEFINITIONS

1. in this agreement, the term "Safari Tour Activities" shall include all activities, events or services provided, arranged, Safari Tour Activities, conducted, sponsored or authorized by the Releasees and shall include, but is not limited to game drives; river cruises, boat rides, hiking, Table Mountain chair lift, meal event activities; interaction with wild animals; vehicle/bus transportation; off road four wheel or tracked vehicle tours; backcountry travel; swimming, and other such activities, events and services in any way connected with or related to the Releasees.

ACKNOWLEDGEMENT

2. I acknowledge that I am required to adhere fully to the rules provided by guides and instructors while participating in certain Safari Tour Activities. I am aware that the physical exertion required of Safari Tour Activities and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, or congenital defects. I acknowledge that the level of participation is at all times completely up to the individual. I acknowledge that have no physical limitations that would not allow me to walk/hike unaided.

ASSUMPTION OF RISKS

3. I am aware that participation in Safari Tour Activities involves many risks, dangers and hazards including, but not limited to: boarding, riding and disembarking motorized and other equipment, changing weather conditions; becoming lost or separated from the guides, instructors or other course participants; the possibility of infection, drowning; negligence of other participants or instructors; and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF SAFARI TOUR ACTIVITIES.

Having carefully read and understood this waiver before participating in Safari Tour Activities, hereby declare:

4. **I am aware that there are inherent dangers, hazards and risks ("Risks") associated with "Safari Tour Activities" and injuries resulting from the "Risks" are a common occurrence. I am aware that the "Risks" of "Safari Tour Activities" mean those dangerous conditions which are an integral part of "Safari Tour Activities", including but not limited to:**
 - (a) the propensity of any wild animal to behave in ways that may result in injury, harm, or death to persons, other animals or objects;
 - (b) the unpredictability of a wild animal's reaction to such things as sounds, sudden movement, tremors, vibrations, unfamiliar objects, persons or other animals;
 - (c) the inherent danger that wild animals, reptiles, insects and plants poses for persons, other animals and objects;
 - (d) the potential for other participants and other persons to behave in a negligent manner that may contribute to injury to themselves or others;
 - (e) Conveyance in or on any vehicle (open or closed) on roads, in the bush or veld.

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5. I freely accept and fully assume all responsibility for all "Risks" and possibilities of any and all personal injury, death, damage to property or loss resulting from my participation in "Safari Tour Activities".
6. I agree that although the "Releasees" has taken steps to reduce the "Risks" and increase the safety of the "Safari Tour Activities", it is not possible for the "Releasees" to make the "Safari Tour Activities" completely safe. I accept these "Risks" and agree to the terms of this waiver even if the "Releasees" are found to be negligent or in breach of any duty of care or any obligation to me in my participation in "Safari Tour Activities".
7. In addition to consideration given to the "Releasees" for my participation in "Safari Activities" and the 2025 Africa Wine, Wildlife and Waterfall Safari Adventure, I and my heirs, next of kin, executors, administrators and assigns agree:
 - (a) **To waive all claims that I have or may have in the future against the "Releasees";**
 - (b) **To release and forever discharge the "Releasees" from all liability for personal injury, death, damage to property, or loss resulting from my participation in "Safari Tour Activities" due to any cause, including but not limited to negligence (failure to use such care as a reasonable prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error in judgment of the "Releasees"; and**
 - (c) **To be liable for and to hold harmless and indemnify the "Releasees" from all actions, proceedings, claims, damages, costs, demands, including court fees and costs on an attorney and own client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with my participation in "Safari Tour Activities";**
8. **I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH** Safari Tour Activities and the 2025 Africa Wildlife, Wine & Waterfall Safari Adventure, and I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting therefrom. I also accept responsibility for any personal or property damage caused by or as a result of my participation in same.



In consideration of the Releasees accepting my application to participate in the 2025 Africa Wildlife, Wine & Waterfall Safari Adventure, the receipt and sufficiency of which is acknowledged, I the undersigned, hereby agree to this TOUR WAIVER OF CLAIMS:

a) **TO WAIVE ANY AND ALL CLAIMS** that i have or may in the future have against **TOURCAN VACATIONS AND THE RELEASEES, AND TO RELEASE TOURCAN VACATIONS AND THE RELEASEES** from any and all liability for any loss, damage, injury including death, or expense that i may suffer, or that my next of kin may suffer, either directly or indirectly, as a result of my participation in Safari Tour Activities Activities and my use of the premises and facilities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE **OCCUPIERS' LIABILITY ACT**, R.S.O. 1990, C.O.I, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS DANGERS AND HAZARDS OF SAFARI TOUR ACTIVITIES ACTIVITIES;

- b) That Karen Clegg is acting only in the capacity of an Outside Agent of Tourcan Vacations and has no control directly or indirectly over the operational control of Safari Tour Activities Activities;
- c) TO HOLD HARMLESS AND INDEMNIFY TOURCAN VACATIONS AND THE RELEASEES for any claims or demands resulting from any property damage or personal injury to any third party, which might be made against the Releasees resulting from my participation in Safari Tour Activities and my use of the premises and facilities,
- d) This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
- e) This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario and no other jurisdiction;
- f) That any litigation involving the parties to this Agreement shall be brought within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario; and
- g) In entering into the Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of Safari Tour Activities, other than what is set forth in the Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT. BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I AM AGREEING TO THE FOLLOWING:

- a. that I am assuming all risk of injury, loss or damage with respect to the tour, the activities I will be participating in and the use of the accommodations and facilities;
- b. that I am waiving any and all claims arising from any cause whatsoever against the releasees, on behalf of myself and my heirs, successors and assigns; and
- c. that I will indemnify the releasees if any such claims are brought against them.

Date signed: This the ____ day of _____ 202__ Client Signature: _____

Witness Name _____ Witness Signature: _____

This nine (9) page document of Terms & Conditions of Travel, Release of Liability, Tour Waiver of Claims, Assumption of Risk and indemnity Agreement must be completed in full, dated, signed witnessed and returned to Karen Clegg prior to participating in the 2025 Africa Wildlife, Wine & Waterfall Safari Adventure. The completed Agreement may be emailed to karen@allwings.ca or sent by mail to Karen Clegg, Suite 707, 35 Widdicombe Hill, Etobicoke, M9R 1B2.