



TERMS & CONDITIONS

All Clients taking Safaris with Black Panther Safaris Must Sign before Lodgings are booked

info@blackpanthersafaris.com

BLACK PANTHER SAFARIS | TERMS & CONDITIONS

Please carefully read all the terms and conditions of this contract detailed below before booking an expedition (hereinafter, "Safari") with Black Panther Safaris (hereinafter, "Company"). For and in consideration for being permitted to participate in the Safaris you have selected the Company and you agree to accept and be bound by these Terms and Conditions set forth herein. In order to book your place on Safari you are required to read, agree and sign this document and return along with your non-refundable deposit to the Company. Please note this Terms & Conditions document is valid for all Black Panther Safaris organized in whole by Black Panther Safaris, Ltd and not in conjunction with any other party or tour operators. If the Safari is run in partnership with another tour company, cultural experience or operator, the Terms & Conditions of that company will be provided to you as well. The terms therefore may vary for each safari that is operated with another party.

PLEASE READ AND ENSURE YOU UNDERSTAND THE DETAILS AND POLICIES DETAILED HEREIN PRIOR TO BOOKING.

1. SAFARI DETAILS

Details for Black Panther Safaris, Ltd, such as information about the destination, accommodations, departure and return dates, any included meals, any included transportation, and payment details and due dates can be found on the Company's website <http://www.blackpanthersafaris.com> (hereinafter, "Website").

2. REGISTRATION

To reserve a spot for a Safari, you must complete the application form on the website at <http://blackpanthersafaris.com> and review these Terms & Conditions. Once your application is submitted, the Company will email you with the next steps for your booking. If you are accepted to the Safari, a non-refundable deposit (50% of Safari quote) will be required to reserve your Safari. The remaining balance will be due 3 months prior to the start date of the Safari. Please note Safaris in collaboration with a partner company may require a different deposit amount and payment schedule. This will be noted on the FAQ's of your trip page. An invoice will be provided to you with payment options by Black Panther Safaris, Ltd and/or the partner company.

3. CONFIRMATION AND ITINERARY SUBJECT TO MODIFICATION

After the Company receives your Deposit you will receive a confirmation email. Please contact us if you do not receive a confirmation email within five (5) business days of submitting your Deposit. Thereafter, we may send you, and you consent to receive, correspondence related to the Safari and the Company, including the itinerary for the Safari. Such itinerary is subject to change and Company expressly reserves the right to modify any aspect of the itinerary at any time due to availability of third party vendors, weather conditions, local conditions, or other circumstances out of our control (see also Section 7 below).

4. PAYMENT TERMS

- Total Payment. The Total Payment is due in full, 3 months prior to the start date of the Safari (the "Payment Due Date"). Please note the Payment Due Date may vary according to your Safari and you will be notified of the payment schedule upon booking. If the Company does not receive your total payment on or before the payment due date, the Company may cancel your reservation and you will forfeit your deposit. The full payment is non-refundable and non-transferable to a different Safari or trip.
- Deposit. Your Deposit is non-refundable and non-transferable to a different Safari or trip. You may request to have your deposit applied to another participant's registration for the same Safari prior to the Payment Due Date, however it will be your responsibility to find this participant.

5. PASSPORT, VISA AND RELATED ITEMS

You are responsible for obtaining and maintaining a valid passport and all appropriate visas, permits, certificates, and/or other required documentation ("Documentation") for entry into Tanzania or any other country that is on the final itinerary and that you will visit during the Safari. Company is not responsible if you are denied entry or exit to/from any country or location due to a lack of valid Documentation.

6. TRAVEL INSURANCE

You are responsible for obtaining your own travel insurance cover. We recommend and require that you purchase travel insurance at the point of booking your spot on Black Panther Safaris to cover you for the duration of the trip and to cover you in the event that for any reason you are unable to attend the trip. You are responsible for ensuring that the travel insurance that you choose provides coverage for any and all activities that are part of the safari. You are solely responsible for the cost of any travel insurance and ensuring that you are adequately insured for the full duration of the Safari with respect to possible illness, injury, death, property damage, loss of baggage and personal items, cancellation and/or curtailment, and/or any other potential losses, damages, costs, expenses, or liabilities (collectively "Losses"). You will be solely responsible for any Losses related to your failure to procure travel insurance. Company is not responsible for any Losses you incur and/or sustain. You are responsible to ensure that your personal travel insurance covers you for any and all activities that form part of the itinerary of the Safari that you are booking.

7. CHANGES OR CANCELLATION

7.1. Changes. Company reserves the right to make changes to any and all aspects of Safari (which may include without limitation changes to the types and/or timing of activities available during the Safari; the guides, hosts if any, items and/or services included with the safari, accommodations, the itinerary, and/or the nature of the Safari cultural experiences at the Company's sole discretion, if the Company deems it necessary to do so due to conditions that may be hazardous, dangerous, or otherwise adverse or threatening, if an act or omission of a third party prevents any such aspects of the Safari or any portion of the Safari, or for any other reason considered commercially necessary by Company. You will not be eligible for any refunds of any amounts based on any such changes to the Safari.



7.1 By Company. Company reserves the right to cancel your reservation if your Total Payment is not received on or before the Payment Due Date and you will not be eligible for any refunds of any amounts paid (including the deposit). Company further reserves the right to cancel the Safari prior to the Departure Date in the event an insufficient number of registrants are confirmed for the Safari or for any other commercial reason in Company's sole discretion and, in such an event, you will receive a full refund of the amount you remitted to Company, but in no event will Company be responsible for any other amount, including preparation costs, airfare, travel documents, or any other Losses or claimed damages.

7.2 By You. All cancellations by you must be in writing and emailed to Company at the contact email address specified on the Website (reservations@blackpanthersafaris.com). If cancellation takes place prior to the Payment Due Date, any payments made by you will be refunded, except your non-refundable Deposit. If cancellation takes place after Payment Due Date, you forfeit the entire amount remitted to Company.

7.2.3. Effect of Changes or Cancellation. In the event of any change or cancellation under this Section 7, you acknowledge that you will have no right of refund of the Total Payment (whether in whole or in part, except as expressly provided in Section 7.2) and no right to claim compensation for any Liabilities incurred and/or sustained by virtue of any change or cancellation.

8. PHOTOS, VIDEO, OTHER MEDIA RELEASE

By and in consideration for being permitted to participate in the Safari you irrevocably grant Company and its agents and representatives all rights to use, reproduce, display, exhibit, publish, distribute, and/or produce derivative works based on your image, likeness, and voice as recorded by any camera and/or on any video, audio, and/or other media (collectively, "Likeness") worldwide, in perpetuity, without compensation, payment, or other additional consideration of any kind, for any lawful purpose, including without limitation for marketing and trade purposes. You agree that your Likeness may be used, reproduced, displayed, exhibited, published, edited, or distributed by Company at its sole discretion. You understand that your Likeness may be used in various publications, promotional or marketing materials, and/or social media, unrestricted by time or geographic area and consent to such uses. You further understand and grant permission to Company and its agents and representatives to electronically display any Likeness of you on the Internet or in other public settings. You hereby waive the right to inspect or approve any and all materials in which your Likeness may appear. You further waive any right to royalties or other compensation arising or related to the use of your Likeness. This release applies to all photographic, audio, and/or video recordings collected as part of, in connection with, and/or during the Safari (by Company or any third party). There is no time limit on the validity of this release nor is there any geographic limitation on where materials including your Likeness may be used, reproduced, displayed, exhibited, published, and/or distributed by or on behalf of Company.

9. DOCUMENTS AND INTELLECTUAL PROPERTY

You agree that you will not distribute, copy, replicate or use any of the online, written or downloadable content and educational materials provided to you in advance of, during or after the Safari. You agree that the content provided to you is for your own personal use and you will not distribute the materials or content to anyone who will not or did not attend the Safari. All documents, presentations, eBooks and Safari information provided to you as part of the Safari is copy written and parts thereof may not be reproduced in any form, stored in any retrieval system, or transmitted in any form by any means—electronic, mechanical, photocopy, recording, or otherwise—without prior written permission of the Black Panther Safaris, Ltd.

10. VOLUNTARY PARTICIPATION IN STRENUOUS ACTIVITY

You acknowledge that you are voluntarily participating in the Safari with Company, which may include strenuous physical activity including without limitation walking, running, hiking, dancing, climbing, swimming, jumping, surfing, snorkeling, yoga, and various other exercises or physical activity ("Physical Activity"). You acknowledge that you are fully aware of the risks and hazards connected with participation in the Safari and/or engaging in Physical Activity, which may include the risk of serious injury (e.g., heart attacks, muscle strains, pulls, tears, broken bones, shin splints, and other illnesses) or death, and you hereby elect to voluntarily participate in such Physical Activities as part of the Safari. All activities are optional and if you do not want to participate in an activity you are not required to. The Company is not responsible for providing an alternative activity for you if you choose not to participate. You are responsible for obtaining personal travel insurance to cover the activities of the Safari. See Section 6.

11. HEALTH AND FITNESS ELIGIBILITY

You represent that you are over the age of eighteen (18) and are healthy, in good physical and mental health, and are at a level appropriate to participate in, and are fully capable of participating in, the Safari. And that you vouch for the physical and mental health of your family members attending the Safari who are your ward and under 18. You further represent that you do not suffer from any medical conditions or disabilities that may restrict, limit, prevent, or preclude your participation in the Safari including any Physical Activities. You have consulted with your physician and your physician has authorized you to participate in the Safari including any Physical Activities. You will discuss and address any questions or concerns you may have about your physical or mental health with the appropriate health care professional prior to the Departure Date. Documentation from your physician confirming your clearance to participate in the Safari can be provided upon request. If, at any time, you have any doubts about your physical condition or fitness to participate in any aspect of the Safari you will cease participation in the same and seek appropriate medical attention. **YOU ARE HEREBY ADVISED THAT THE SAFARI MAY TAKE PLACE IN REMOTE AREAS WHERE THERE IS LITTLE OR NO ACCESS TO TRADITIONAL MEDICAL SERVICES OR HOSPITAL FACILITIES FOR SERIOUS HEALTH ISSUES (OR YOUR PARTICULAR HEALTH ISSUES); YOU ARE FURTHER ADVISED THAT ANY MEDICAL OR EVACUATION EXPENSES WILL BE YOUR SOLE RESPONSIBILITY.** As a result, we require that you purchase travel insurance with appropriate coverage for your needs. See Section 6. We reserve the right in our sole discretion to refuse your participation in the Safari Physical Activities, and/or any other activities, due to medical, fitness, or other grounds. Company also reserves the right to deny participation in the Safari or any related activities at any time to individuals demonstrating behavior that may result in injury to themselves or others.

12. ASSUMPTION OF RISK

You understand that serious accidents may occur during Physical Activities, including without limitation to walking, driving, hiking, water activities and that participants can sustain fatal and/or serious personal injury. As stated above, the Safari may take place in a remote location where there is little or no access to traditional medical services or hospital facilities for serious and/or particular health issues. You may also be visiting places where the political, cultural, and geographical attributes of the location present risks and physical challenges that are greater than those present in your country of residence. It is your own responsibility to familiarize yourself with all possible relevant travel information in connection with your participation in the Safari. Understanding and in full consideration of the foregoing, you agree to solely and exclusively assume full and complete responsibility for and the risks inherent in travel and engaging in Physical Activity in your Safari itinerary which may include injury, death, property damage, and/or any other kind of Liability, whether foreseen or unforeseen, which may occur during your participation in the Safari. You acknowledge that your decision to participate in the Safari is made in full consideration of the foregoing information and that you solely and exclusively assume the risks involved with participating in the Safari. **IN NO EVENT WILL COMPANY BE LIABLE FOR ANY LIABILITIES ARISING FROM OR IN CONNECTION WITH YOUR PARTICIPATION IN THE SAFARI.**

13. INJURY

In the event you are injured while participating in the Safari you agree to assume all financial obligations for any and all medical costs you incur. You acknowledge and agree that **IN NO EVENT SHALL COMPANY AND/OR ANY COMPANY PARTY BE LIABLE OR RESPONSIBLE FOR ANY LOSSES OR LIABILITIES ARISING OUT OF YOUR PARTICIPATION IN THE SAFARI.**



14. WAIVER OF LIABILITY AND RELEASE

In consideration for participating in the Safari YOU VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR AND HEREBY RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, AND COVENANT NOT TO SUE COMPANY, ITS OFFICERS, MEMBERS, AGENTS, CONTRACTORS, EMPLOYEES, VOLUNTEERS, GUIDES, AND OTHER REPRESENTATIVES (each a “company party” and collectively, the “company parties”) FOR ANY AND ALL CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTION, AND/OR LOSSES (including but not limited to any exemplary, direct, indirect, incidental, special, consequential, punitive, or other damages, medical expenses, lost wages/income, loss of services, lost profits, property damage, pain, illness, and death) (collectively “liabilities”) WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO YOUR TRAVEL TO AND/OR PARTICIPATION IN THE SAFARI AND/OR ANY ACTIVITIES CONDUCTED IN CONNECTION THEREWITH, REGARDLESS OF WHETHER SUCH LIABILITIES ARE CAUSED BY THE NEGLIGENCE OF ANY COMPANY PARTY OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE, EVEN IF ANY COMPANY PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW. You have been advised and requested to obtain travel insurance at the point of booking your place on a Safari to cover against Liabilities resulting from trip cancellation or interruption, weather, natural disaster, strike, illness, job reasons, accident, sickness, evacuation, pre-existing medical conditions, baggage delay, loss, theft, and other Liabilities associated with travel and your participation in the Safari. You acknowledge that whether or not you elect to purchase or not purchase travel insurance, you will not look to any of the Company Parties for reimbursement for any Liabilities suffered or occurring during your travel and/or participation in the Safari.

15. INDEMNITY

You further hereby agree to indemnify and hold harmless the company parties from any and all liabilities (including without limitation court costs and attorney’s fees) that one or more of the company parties may incur as a result of your participation in the Safari whether caused by the negligence of any company party or otherwise (but excluding any gross negligence or wilful misconduct of a company party), to the fullest extent allowed by applicable law.

16. BINDING EFFECT

It is your express intent that this Agreement shall bind the members of your family and spouse, if you are alive, and your heirs, assigns and personal representative, if you are deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE any of the Company Parties.

17. GENERAL

17.1. Entire Agreement. This Agreement constitutes the entire agreement between you and Company, and supersedes any prior agreement, regarding the subject matter herein. You acknowledge and represent that no oral representations, statements, or inducements, apart from those set forth herein, have been made to you by any Company Party.

17.2. **FORCE MAJEURE** If Company is prevented (directly or indirectly) from performing any of its obligations under this agreement by reason of any Act of God, strike, trade dispute, fire, inclement weather, breakdown, interruption of transportation networks/means, government or political action, acts of war or terrorism, acts or omissions of a third party, or for any other cause whatsoever outside of Company’s reasonable control, company will be under no liability whatsoever to you and may, at company’s sole discretion, by written notice to you, either cancel the Safari or take any other reasonable action. Under such circumstances you will not be eligible for a refund of any amounts paid to the Company for the Safari, and in no event will the Company be responsible for any other amount, including preparation costs, airfare, travel documents, or any other Losses or claimed damages.

17.3. **Choice of Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with Tanzanian law and shall be subject to the exclusive jurisdiction of the Tanzanian Courts.

17.4. **Interpretation.** You acknowledge and agree that this Agreement, including the releases and waivers of liability herein, are intended to be as broad and inclusive as permitted by applicable law.

17.5. **Severability.** If any portion(s) of this document is/are held by a court of competent jurisdiction to be unlawful, invalid, or unenforceable, such portion(s) shall be interpreted and/or reformed without further action of the parties hereto to render them valid and enforceable when applied to the facts at issue and the lawfulness, validity, and enforceability of such provision(s) as applied to any other facts, and the lawfulness, validity, or enforceability of the remaining provisions of this Agreement shall in no way be affected or impaired thereby.

17.6. **Waiver.** The failure or delay by Company to enforce or exercise any provisions of this Agreement shall not constitute or be deemed a waiver of such provision or any other provisions herein. Furthermore, any waiver or breach of any provision of this Agreement shall not amount to a waiver of any other provision.

18. **Headings.** The headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions herein

If the Safari that you are booking is organized by a partner company you are required to read and agree to their Terms & Conditions of the partner company as well, at the point of booking. These Terms & Conditions will be provided to you by the partner company and can also be made available to you upon request.

YOU ARE AWARE OF THE POTENTIAL DANGERS INCIDENTAL TO PARTICIPATING IN THE SAFARIS, AND ACKNOWLEDGE THAT THIS IS A CONSENT, RELEASE OF LIABILITY AND A WAIVER OF YOUR LEGAL RIGHT TO COLLECT DAMAGES IN THE EVENT OF INJURY, DEATH, PROPERTY DAMAGE, OR ANY OTHER LIABILITY, WHICH CREATES A CONTRACT BETWEEN YOU AND COMPANY. BY YOUR PAYMENT AND PARTICIPATION IN THE SAFARI, IT IS YOUR INTENTION TO EXPRESSLY ASSUME ALL RISK OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, AND ANY OTHER LIABILITY UPON YOURSELF, TO THE EXCLUSION OF COMPANY AND ALL COMPANY PARTIES, AND TO EXEMPT COMPANY AND ALL COMPANY PARTIES FROM LIABILITY FOR, PERSONAL INJURY, PROPERTY DAMAGE, DEATH, OR ANY OTHER LIABILITIES.



AGREEMENT TO TERMS & CONDITIONS, RELEASE AND INDEMNIFY:

The applicant named on this form requests to participate in the Safari listed thereon. Therefore, to the extent permitted by applicable law, the applicant knowingly and voluntarily waives, releases, saves, holds harmless and indemnifies the Company, and its agents, servants, employees, shareholders, officers, directors, attorneys and contractors, past, present and future, and its respective heirs, legal and personal representatives, successor and assigns (collectively “Released Parties”), and all of its respective properties, assets and interests (“Released Property”) from any and all claims, actions, causes of action, demands, rights, damages, costs, losses, liabilities, expenses, compensation, controversies, disputes, obligations, debts, dues and liens whatsoever, on account of, or in any way arising out of, any and all known and unknown, foreseen or unforeseen loss of life or personal injury, loss or damage to property, and the consequence thereof, directly or indirectly, resulting from, incident to, in connection with, or arising out of that applicants participation in the tour(s) (collectively, the “Claims”).

I, _____ understand and agree that the company has no liability for my personal medical expenses and/or medical care. I certify that I am in good health and physical condition and do not have any physical disability, medical condition or other limiting factor that would create a hazardous situation for myself or other guests on the Safari. I understand that certain risks are inherent in the activities to be undertaken by me on the Safari and that inclement weather and unavailability of first aid or emergency medical treatment as well as other unknown or unanticipated risks may occur, and I accept full responsibility for such specified inherent risks of activities described on the itinerary and those not specifically identified. In completing the application form to attend a Safari I confirm that I have read, understand, and accept the Companies deposit, cancellation and refund policies and all terms and conditions as described in this document, on the website and any accompanying documents provided to me. I have read and understand this Agreement to Release and Indemnify, which contains the entire and final agreement relating to the subject matter hereof. Its terms shall be binding on me/us and on my/our heirs, legal representatives and assigns. I have been advised that I am required to obtain personal travel insurance coverage and medical evacuation insurance at the point of booking my place on a Safari. I understand and accept all terms and conditions and the undersigned's signature below is evidence of this acknowledgement. The receipt of this signed form and your Safari deposit shall be deemed to be consent to the conditions detailed in this document. This agreement to release and indemnify shall be governed by and construed under the laws of Tanzania. Venue for enforcement of this release and indemnity agreement shall be in Tanzania. This booking is made subject to the terms and conditions of the Agreement to Release and Indemnify included in this document. Please read this entire document carefully. All guests must sign a Terms & Conditions. Your booking cannot be confirmed until your deposit is received, and this agreement is signed.

Last update April 14, 2020.

If you have questions please email info@blackpanthersafaris.com

Each safari supports our Lion Share Foundation and Black Panther Legacy Scholarship.

Client | Signature

Date

Client | Signature

Date

Client | Credit Card #

Exp Date

Sec Code

Black Panther Sales Representative

Date