

**WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, REFUND AND COMPULSORY
ARBITRATION AGREEMENT**

This Agreement is important. It includes terms and conditions and releases Sanddollar Business Services, Inc. dba Images in Africa Wildlife Safaris & Photography Workshops from all liability. IT MUST BE SIGNED BY ALL PARTICIPANTS.

WAIVER AND RELEASE OF LIABILITY. Sanddollar Business Services, Inc. dba Images in Africa Wildlife Safaris & Photography Workshops (“Images in Africa”) is defined to include its officers, directors, employees, representatives, and affiliates. Images in Africa does not own, operate, or control any entity which provides, or is to provide, any goods or services for your trip or tour including, but without limitation, for example, ownership or control over any lodging facilities; airline, bus, vessel or other transportation companies; food service providers; local ground operators, outfitters or guides; safari operators; equipment suppliers; organizers of optional excursions; entertainment providers; etc., including, without limitation, various entities which may utilize the Images in Africa name. As a result, Images in Africa is not responsible for any negligent or willful act or failure to act of any such person or entity or of any other third party not under its control. Without limitation, Images in Africa is not liable for and the undersigned releases Images in Africa for any direct, indirect, consequential, or incidental damage; any injury, loss, or damage to person or property; illness, death, delay, inconvenience or irregularity of any kind in connection with the provision of any good or services which may be occasioned by or resulting from any act or omission beyond its control, including, but not limited to, any willful or negligent act, failure to act, breach of contract of any third party, acts of God, force majeure, acts of war or civil unrest, insurrection or revolt, strikes or other labor activities, criminal or terrorist activities of any kind, climate conditions, high altitude, overbooking or downgrading of accommodations, structural or other defective conditions in hotels or other lodging facilities, the operation of and/or mechanical or other failure of any means of transportation or for any failure of any transportation mechanism to arrive or depart timely, dangers associated with animals, marine life or vegetation of any sort, dangers incident to any recreational activities, epidemics, sanitation problems, risks associated with food or impure water; lack of access to or quality of medical care, difficulty in evacuation in case of a medical or other emergency, stolen, lost, or misplaced luggage or property; theft or break-ins into vehicles, lodging rooms or elsewhere, or for any other action, omissions, or conditions. Additionally, I release Images in Africa from its own negligence and assume all risks thereof including but not limited to arrangement or sale of the trip, selection of suppliers of goods or services, etc., excepting only its own gross negligence.

ASSUMPTION OF THE RISK. I acknowledge that the travel I am undertaking involves the risks and hazards of travel to and in remote areas where injury, illness, death, delay, or unanticipated events may occur as a result of forces of nature, the negligence of Images in Africa or other persons and companies known or unknown, or of willful or criminal conduct of third parties. I am aware that the travel also involves activities that carry inherent risks that cannot be eliminated regardless of the care taken to avoid injury. I am aware that weather conditions may be severe, adverse, and/or unpleasant. I am also aware that medical services or facilities may not be readily available or accessible during some or all of the time during which I am participating in the trip. I acknowledge that the enjoyment and excitement of travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work and that these inherent risks contribute to such enjoyment and excitement, being a reason for my participation. In order to partake of the enjoyment and excitement of this travel trip, I am willing to accept the risks and uncertainty involved as being an integral part of my adventure. I hereby accept and knowingly assume full responsibility for any and all risks, known or unknown, of illness, injury, or death and of the negligence of Images in Africa or of any third parties.

ITINERARIES. Additionally, I accept that while traveling to Images in Africa destinations, disruptions and situations may and oftentimes do occur, including, but not limited to delay; partial or complete changes in timing or routing of itinerary; changes in announced trip leaders; changes in grades of or location of lodging or camping accommodations; modes or quality of air, land, and/or sea transport. I agree that Images in Africa, or the operator organizing or arranging the trip, may make last-minute decisions to address changed circumstances. Images in Africa does not guarantee conformity with the itinerary or itineraries that have been furnished to me and reserves the right to change the itinerary or itineraries with or without notice.

TRAVEL DOCUMENTS. Images in Africa is not responsible for provision of visas for travelers and gives no advice regarding visas. It is your responsibility to ensure that you have all appropriate documentation, including passport, visas, and permits allowing you to travel to the countries included on the tour.

IMMUNIZATIONS AND TRAVEL RISKS. Immunization requirements vary from country to country and even region to region. Up-to date information should be obtained from your local health department and consulate. You assume complete and full responsibility for, and hereby release from, any duty of checking and verifying vaccination or other entry requirements of each destination, as well as all safety and security conditions of such destinations during the length of the proposed travel or extensions expected or unexpected. For information concerning possible dangers at international destinations, contact the Travel Advisory Section provided by the

government of your country. In the United States of America, contact the State Department, by phone (202) 647-5335 or access online at <http://travel.state.gov/travel/warnings.html>. For medical information, refer to the U.S. Centers for Disease Control (CDC), (404) 332-4559, use their fax information service at (404) 332-4565, or access online at www.cdc.gov/travel. You may wish to also consult your family physician.

VOLUNTARY PARTICIPATION. I acknowledge and agree that by participating in an Images in Africa trip, I am doing so willingly and of my own volition. I understand that travel to Images in Africa destinations may entail risks above and beyond those encountered in travel to destinations in the industrialized world. By signing below, I unconditionally understand and agree fully to assume all of the risks inherent in such travel.

GENERAL PROVISIONS. I agree that this Release, Assumption of Risk, and Compulsory Arbitration Agreement shall be legally binding upon myself, all minors under the age of 18 traveling with me, and their and my heirs, successors, assigns, and legal representatives.

ARBITRATION. The parties agree to resolve any disputes concerning this Release, Assumption of Risk, and Compulsory Arbitration Agreement, the literature for this trip, or the trip itself, by binding arbitration pursuant to the then existent commercial rules of the American Arbitration Association in St. Augustine, Florida. In any such arbitration, the substantive, but not procedural law of the State of Florida shall apply without any consideration or regard to the Florida Arbitration Code, or to Florida conflicts of law rules. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable.

SEVERABILITY. I understand and acknowledge that this Agreement is intended to be as broad and inclusive as permitted by law. If any portion of this Agreement is deemed invalid, it is agreed that the remaining portion of the Agreement shall continue in full legal force and effect.

KNOWING AND VOLUNTARY EXECUTION. I confirm that I have carefully read, fully understand, and agree to all of the terms and conditions contained in the Images in Africa brochure, including, but not limited to, the policies on payments, cancellations, refunds, limitation of liability, and trip participant responsibility. I also confirm that I will fully read and understand the pre-departure information given to me by Images in Africa, or the operator organizing or

arranging the trip, including all the health-related materials. **I have carefully read this Agreement, fully understand its contents, and understand that I am giving up substantial right by signing it but do so voluntarily and intend to completely release Images in Africa from the liability described above to the greatest extent allowed by law.**

PARTICIPANT SIGNATURE _____

DATED _____

PRINT NAME _____

IF THE PARTICIPANT IS UNDER 18, SIGNATURE OF THE CUSTODIAL PARENT OR GUARDIAN IS REQUIRED:

NAME OF MINOR PARTICIPANT _____

SIGNATURE OF CUSTODIAL PARENT OR GUARDIAN

PRINT NAME _____