

**YOUR AGREEMENT WITH SCOTT DUNN USA, Inc.**

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By signing our Booking Form, clicking "I Agree" on our website, or otherwise indicating your assent in writing, you agree to the following terms and conditions: Scott Dunn Travel USA Inc., 420 N. Cedros Ave., Suite 102, Solana Beach, CA 92075. ("Scott Dunn", "we" or "us") provides the trip described or named in your confirmation (the "Trip").

**1. YOUR DEPOSIT**

We charge a non-refundable deposit which acts as a trip planning fee and covers Scott Dunn's committed costs. This Agreement will become effective once the following steps have been fulfilled: a) you have paid a deposit of 25% of the total cost of your travel arrangements, b) you have indicated your acceptance of this Agreement and c) Scott Dunn's booking receipt (or confirmation invoice) has been sent to you. When you make a booking, you guarantee that you have the authority to accept on behalf of all members of your party the terms of this agreement.

In some instances, as agreed upon with your travel consultant, a higher deposit will be needed to book the trip. This is also non-refundable.

You must check Scott Dunn's confirmation carefully and raise any queries with Scott Dunn immediately upon receipt.

**2. YOUR PAYMENT**

Full payment must be made to Scott Dunn at least 90 days prior to departure. If you book less than 3 calendar months prior to departure, you must pay the full price of the travel arrangements when you book. Payment may be made by wire transfer, check (provided there is time to clear the check) or by any major credit card acceptable to us. Please note your travel arrangements may be cancelled if you fail to make payment on time and if it is, cancellation charges as set out in paragraph 6 will be payable by you.

**3. YOUR VACATION INSURANCE**

Adequate insurance is essential. It is a condition of booking that the sole responsibility lies with you to ensure that you carry the correct comprehensive travel and medical insurance to cover yourself, as well as any dependents and traveling companions for the duration of your tour. This insurance should include coverage in respect of, but not limited to, the following eventualities: cancellation or curtailment of the Trip, emergency evacuation expenses, medical expenses, repatriation expenses, damage or loss of personal baggage, money and goods. We will offer you all such insurance if you need it. We will take no responsibility for any costs for losses incurred or suffered by you or your dependents or traveling companions, with regards to, but not limited to, any of the above-mentioned eventualities. You will be charged directly by the relevant service providers for any emergency services you may require and may find yourself in a position unable to access such services should you not be carrying the relevant insurance coverage.

**4. IF YOU ALTER YOUR CONFIRMED BOOKING**

If you wish to alter any arrangements after we have sent you our confirmation invoice, we will do our best to arrange this. You must write or email us, with details of the alteration requested. Any alterations will be subject to availability plus agreement by relevant supplier(s), and there will be an administration charge of US\$250 per person. You will also be required to pay any additional costs arising from the alteration. In many cases a name change will require cancellation and re-booking of flights and hotels and a significant additional charge. You should be aware that these costs may increase the closer to the departure the changes are made by you. If you wish to make a change to your arrangements while on the Trip this is your sole responsibility, and any additional cost must be paid by you. It is not possible to make refunds for any services or accommodation booked but not used. Notice of any alterations must be given to Scott Dunn in writing and sent with payment for the appropriate charges. refunds for any services or accommodation booked but not used. Notice of any alterations must be given to Scott Dunn in writing and sent with payment for the appropriate charges. in writing and signed by the Party Leader and sent with payment for the appropriate charges.

**5. IF YOU CANCEL YOUR TRAVEL ARRANGEMENTS**

Should you wish to cancel your confirmed booking, you must notify Scott Dunn in writing. The following charges will apply from the date on which written notification is received by Scott Dunn to compensate Scott Dunn for its estimated losses and expenses.

More than 70 days prior to departure deposit only i.e. - 25%  
70-22 days prior to departure - 60%  
21-15 days prior to departure - 80%  
Less than 15 days prior to departure - 100%

If you have not paid the full amount you must pay the cancellation charges within 7 days of notification of the cancellation. The figures are expressed as percentages of the total price. Your decision not to participate on the Trip due to State Department warnings or advisories, fear of travel, or the like will be deemed a cancellation. If a flight or other delay for any reason prevents you from joining the Trip on the start date, you will be considered a no-show, and we cannot provide a full or partial refund or credit toward a future Trip, but you may join the Trip late if you wish.

#### **6. IF YOU HAVE A COMPLAINT**

If you have cause for complaint while on the Trip, this must be brought to the attention of Scott Dunn's local appointed representative/agent or the hotel management or other supplier immediately so that action can be taken to remedy the problem. Should your representative/agent or the hotel management be unable to resolve the problem, please contact Scott Dunn immediately. If the problem is still unresolved, you must notify Scott Dunn USA, Inc. in writing about the details of the complaint within 28 days after the end of the Trip.

#### **7. OUR PRICES**

We reserve the right to change our prices at any time before you book. If we do, you will be told of the revised price applicable to your booking before you commit yourself. Thereafter the price of your travel arrangements is subject to surcharges for increases in transportation costs, security charges, government imposed increases and other costs imposed by third parties.

#### **8. IF SCOTT DUNN ALTERS YOUR CONFIRMED BOOKING**

We reserve the right to change our prices at any time before you book. If we do, you will be told of the revised price applicable to your booking before you commit yourself. Thereafter the price of your travel arrangements is subject to surcharges for increases in transportation costs, security charges, government imposed increases and other costs imposed by third parties.

#### **9. IF SCOTT DUNN POSTPONES YOUR TOUR**

We reserve the right to postpone the Trip to a later date for reasons beyond our control such as government orders, pandemics, or any event such as those named in the Responsibility section below. You may decline to participate in the postponed Trip, in which case we will provide you with a credit, toward any future trip of similar value and complexity arranged by us during the two-year period after the originally planned departure date of the Trip, in the amount that you paid for the Trip, less any portion of your payment that our suppliers have not refunded to us. The postponed trip will be subject to the original Terms & Conditions of your booking. Under no circumstances will we provide a refund. The postponed Trip will be subject to the terms and conditions of this Agreement. Except as set forth in this paragraph, we will not be liable for any other costs, damages, or refunds of any kind for any loss, delay, inconvenience, disappointment, or expense whatsoever.

#### **10. RESPONSIBILITY**

We act only in the capacity of agent for the suppliers of the travel services named in your confirmation or itinerary or otherwise providing services or goods in connection with the Trip (the "Suppliers"), such as airlines, hotels and other lodging providers, local hosts, sightseeing tour operators, bus lines, car rental companies, driving services, restaurants, and providers of entertainment. We assume no responsibility for any personal injury, property damage, or other loss, accident, delay, inconvenience, overbooking, default, strikes, or irregularity which may be occasioned by reason of any act or omission of any of the Suppliers or airlines providing flights to or from your Trip. You assume full and complete responsibility for all risks of travel and for complying with all laws of the country in the itinerary. We assume no responsibility for any personal injury, property damage, or other loss, accident, delay, inconvenience, or irregularity which may be occasioned by reason of any matter beyond our exclusive control including but not limited to a delay or cancellation of a flight that causes you to miss all or any portion of the Trip, acts of God, pandemics, acts of government, war, terrorist acts, riots, disaster, weather extremes, or strikes. We have no special knowledge regarding the financial condition of the Suppliers, unsafe conditions, health hazards, weather hazards, or climate extremes at locations to which you may travel. For information related to such dangers, we recommend going to the State Department travel website at [www.travel.state.gov](http://www.travel.state.gov), click on "Find International travel Information" then click on "Country Information", and fill in the name of the destination country. For medical and health information, we recommend going to the Centers for Disease Control website at [www.cdc.gov/travel](http://www.cdc.gov/travel), then click on "Destinations" and scroll to the name of the destination country.

Our Suppliers such as airlines, yacht owners, and villa owners have their own booking conditions or conditions of carriage, and these conditions are binding between you and the supplier. Some of these conditions may limit or remove the relevant transport provider's or other Supplier's liability to you. You can get copies of such conditions from our offices, or the offices of the relevant Supplier.

Certain providers or operators of certain activities will ask you to sign an indemnity waiver form. Broadly speaking, these explain the risks to you and indemnify them against claims by you. If you are not willing to comply they will in certain circumstances not allow you to stay or take part in the activity.

#### **11. BEHAVIOR**

Most people go on vacation for rest and relaxation, so if in our reasonable opinion or in the opinion of any airline pilot, hotel manager, tour leader or other person in authority, your behavior is causing danger, damage to property, embarrassment, harassment, or is persistently affecting the enjoyment of others, we reserve the right to terminate your Trip. Should this happen, no refund or compensation would be paid. Should you decide not to participate in certain parts of the Trip or use certain goods included in the Trip, no refunds will be made for those unused parts of the Trip or goods. You agree to indemnify and hold us harmless from and against any costs, damages, losses, or liabilities arising out of your or your companions' actions.

#### **12. DATA PROTECTION**

Information about you and members of your party, including your names, contact details and any special needs, disabilities or dietary requirements is collected by us when you request information or make a booking with us. You are responsible for ensuring that other members of your party are aware of our booking conditions and this privacy policy and that they consent to your acting on their behalf in your dealings with us. We may disclose this information to our Suppliers (who may be located outside the USA) for the purpose of providing you with your travel arrangements. Only information necessary for this purpose will be disclosed to them. In the case of air travel, it may be mandatory for us to disclose information for security and anti-terrorism purposes and any other purpose imposed on us by governments or airlines.

We may use your information for the purposes set out in our data protection policy. We may disclose the same to companies who act as data processors on our behalf. Some information, for example, relating to your religion or health, may be 'sensitive personal data'. We need this information to cater for your needs, but it is collected on condition that we have your positive consent. If you do not agree to our use of your information, we cannot accept your booking. By making a booking with us, you agree to allow your insurers, their agents and medical staff to disclose relevant information to us in circumstances where we may need to act in the interests of everyone in the group with whom you are travelling. For example, if you contract an infectious illness while on the Trip, we may need to make special arrangements for you and ensure that you do not return with the group.

From time to time we may contact you by mail with information about special offers or trips. If you do not wish to receive such information, please notify us. You have the right to ask us in writing for a data subject access request form to obtain a copy of the information which we hold about you. You will be charged a fee for this. Any request should be addressed to the CCPA Representative, Scott Dunn USA, Inc.

#### **13. GENERAL HEALTH & SAFETY ISSUES**

When you make a booking with us, you acknowledge that there is an element of risk in any adventure, sport or activity in the outdoors. These risks include the risk of injury or illness in remote places without medical facilities, the ever-present risk posed by the forces of nature, including wild animals and the risk of accidents during travel. You must be fit enough to undertake the Trip and you must exercise reasonable care for your own safety and the safety of other members of your party.

##### **13.1. TRAVEL TO AFRICAN & OTHER DEVELOPING COUNTRIES**

Standards of catering and levels of hygiene in kitchens in wildlife camps are in general very high. Bottled water is always available, and salads and ice do not, in most cases, need to be shielded away from. Customer service is excellent, and accommodation is at the very least clean and comfortable (in many cases it is positively luxurious). However, developing countries are not subjected to the same 'health and safety' regulations that exist in the USA. In many areas of hotels and camps, and during activities, rules are more relaxed than they would be in the USA. In most cases this leads to a richer experience, but we feel that certain things are worth pointing out to give you an idea of what to expect: Pools are unlikely to be fenced off or to have depth markings. Steps around camps often do not have handrails and may be uneven. Camp paths are sometimes uneven or slippery and may be unlit at night. In very few places outside South Africa are camps fenced from larger animals and in all cases it is almost impossible to keep out smaller animals, insects and reptiles (this does not mean they will share your tent with you or even come particularly close to you). Game viewing vehicles will not have seatbelts. Drivers may drive faster than you feel comfortable; please ask them to slow down. Life jackets will be available, but not necessarily in the boat you are about to go out in. Please ask for them.

You are likely to be in a remote inaccessible place without the levels of communication you may be used to (your cell phone won't work and for most people this is a pleasure). Communication with the outside world may be by satellite phone or radio and these will not normally be available for the use of guests.

#### **14. PASSPORT, VISAS & OTHER ENTRY REQUIREMENTS**

A valid passport is required for US citizens traveling on our International trips. You assume full and complete responsibility for checking and verifying any and all passport, visa, vaccination, or other entry requirements of your destination and your connecting points. Many countries require your passport to be valid for six months or more after your date of entry and to contain at least five consecutive blank pages. Some countries will not admit persons convicted of a crime. Non-US citizens should contact the appropriate consular office for entry requirements pertaining to their trip, as Scott Dunn is not responsible for providing you with this information or documentation. If one parent or guardian plans to bring a minor child without the other parent or parents, some nations have very strict documentation requirements. Birth certificates may be required for children under 18. Some nations require proof of vaccinations for all travelers.

#### **15. LUGGAGE**

It is your responsibility to check all carriage requirements for all carriers including light aircraft. Where charter flights are operated by light aircraft, for safety and because space is restricted, baggage allowance is usually restricted. This is typically between 26-44 lbs per person in a soft bag. Your specific weight allowance will be advised during the booking process. This includes camera equipment and carry-on baggage. Should you arrive with excess baggage without prior warning, your baggage could be delayed, as the charter operators may then have to fly the baggage into camp at a later time at considerable extra cost to you. However, should you know in advance that your baggage will exceed the limit, we can usually make arrangements to book an extra seat for the bags on the aircraft, at an additional cost.

#### **16. RELEASE OF LIABILITY & ASSUMPTION OF RISK**

Please be aware that during your participation in a Scott Dunn tour, certain risks and dangers may arise including, but not limited to, the hazards of traveling in undeveloped areas, travel by boat, train, automobile, aircraft or other means of conveyance, the forces of nature, wild animals, war or military action, equipment failure, political unrest, accident or illness in remote regions without means of rapid evacuation or medical facilities, extortion, kidnapping, terrorism, Trip activities that may involve increased risks such as gorilla trekking or walking safaris, dangers and risks inherent in activities in underdeveloped countries, and dangers of local law enforcement activity.

Also be aware and clearly understand that Scott Dunn and its agents and suppliers will not have liability regarding provision of medical care or the adequacy of any care that may be rendered.

You are voluntarily participating in these activities with the knowledge of the dangers involved and here by agree to accept any risks. AS LAWFUL CONSIDERATION for the agreement with Scott Dunn to participate in such trips and activities you hereby agree that you will not make a claim against Scott Dunn, or its agents or employees, or sue for bodily injury, emotional trauma, death and/or property damage, however caused, as a result of your participation in a tour. You therefore release Scott Dunn and its agents and employees from any and all claims, known or unknown, arising from your participation in a tour. You expressly waive any claim for consequential, special or incidental damages arising out of your activities in connection with the transactions contemplated by this Agreement.

This release of Liability and Assumption of Risk agreement is entered into on behalf of all members of your family including minors accompanying you. This agreement is binding on your heirs, legal representatives and assigns. If any portion of this agreement is unenforceable, the remaining portions shall remain in full force and effect.

#### **17. ACKNOWLEDGEMENT AND WAIVER**

You acknowledge there is a risk that after the execution of this Agreement you will suffer a loss, damage or injury which may be connected in some way with a matter referred to in this Agreement but which is unknown, unsuspected or unanticipated at the time you execute this Agreement. Furthermore, you represent and acknowledge that you do not and have not relied upon any representations or statements made by Scott Dunn and/or its agents, employees, or representatives with regard to the subject matter, basis, or effect of this Agreement, or otherwise, other than those specifically stated in this Agreement. You expressly acknowledge that you have had ample time and opportunity to consider all of the facts and issues relating to the subject matter of this Agreement, and recognize there are certain matters which are uncertain and subject to risk beyond the control of Scott Dunn which may not be known, if at all, until sometime after the execution of this Agreement.

NOTWITHSTANDING THESE UNCERTAINTIES, IT IS THE INTENT OF YOU TO FULLY RELEASE ALL CLAIMS WHICH NOW EXIST, MAY EXIST OR HAVE EXISTED AND ASSUME THIS RISK AND ACKNOWLEDGE THE RELEASE CONTAINED IN THIS APPLIES TO ALL KNOWN AND UNKNOWN, ANTICIPATED OR UNANTICIPATED RESULTS OF THIS AGREEMENT.

Accordingly, you waive any right or benefit available under 15420 of the Civil Code of California, and any similar law or provision, which provides:

'A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with debtor.'

In the event any judgment is awarded against Scott Dunn or any payment is made in settlement of any claim, you agree Scott Dunn insurers shall be fully subrogated to all amounts recoverable against third parties.

#### **18. CREDIT CARD MERCHANT:**

We are the merchant on your credit card transaction. Please bear in mind that our services consist of facilitating the sale and paying the Suppliers. If a Supplier does not provide the service or ceases operations, your recourse is against the Supplier, not us. You agree not to initiate a chargeback against us or a refund request that is not authorized by this agreement and to pay any and all legal fees incurred by us in disputing any such claim for refund.

#### **19. GOVERNING LAW AND CONSENT TO EXCLUSIVE JURISDICTION**

This Agreement shall be governed by California law without regard to conflict of laws principles. Any litigation involving this contract, any of our brochures or your trip can be brought only in accordance with this paragraph. The parties hereto agree that all actions or proceedings arising in connection with this the trip contemplated by this Agreement shall be litigated exclusively in the County of San Diego, State of California and in no other jurisdiction. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, there by precluding the possibility of litigation or dispute resolution between the parties with respect to or arising out of this document in any jurisdiction other than that specified in this paragraph.

Each party hereby waives any right it may have to assert the doctrine of forum non-convenience or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph, and stipulate that state and federal courts located in the County of San Diego, State of California: (i) shall have in person all jurisdiction and venue over each of them for the purpose of enforcing the provisions of this document; and (ii) no other venue or court shall have jurisdiction over the resolution of disputes concerning or arising out of this document. The parties stipulate this agreement was entered into and will be performed in part in San Diego County.

#### **20. MISCELLANEOUS**

You hereby consent to our use of pictures or video of you in our marketing materials without compensation. Facsimile (or email) transmission of any signed document shall be deemed delivery of an original. At our request, you shall promptly provide an original document as well. If there are any conflicts between this Participant Agreement, the Reservation Form, and the Itinerary, this Participant Agreement shall apply. We reserve the right to decline to do business with anyone on a non-discriminatory basis.

#### **21. TRAVELERS NEEDING SPECIAL ASSISTANCE**

We will make reasonable efforts to accommodate the needs of our travelers; however, travelers needing special assistance for their personal needs must notify us at the time of booking for a determination of what assistance we can reasonably provide. In cases where we cannot accommodate a traveler's special needs, persons requiring this assistance must be accompanied by a companion who will be responsible for independently providing the needed assistance. We regret that we cannot provide special individual assistance to travelers with special needs. In no instance will we or our Suppliers physically lift or assist participants on to or off transportation vehicles.

#### **22. MEDICAL PROXY**

If you are unable to authorize your own medical attention and treatment, you authorize Scott Dunn USA, Inc. or our Suppliers to authorize medical attention and treatment on your behalf. You agree to hold harmless and release us from any liability for medical attention authorized by us or the Suppliers on your behalf. We assume no liability regarding provision of medical care or evacuation services. We and our Suppliers who may provide or seek emergency medical care on your behalf may not have had formal medical or first aid training and are acting only as a Good Samaritan.

**23. DISCLOSURES - CALIFORNIA TRAVEL CONSUMER RESTITUTION FUND**

Passengers who purchase from within California: This transaction is covered by the California Travel Consumer Restitution Fund (TCRF) if the person booking travel or the passenger is located in California at the time of payment. Eligible parties may file a claim with TCRF if the person is owed a refund of more than US\$50 for transportation or travel services which the seller of travel failed to forward to a proper provider or such money was not refunded to you when required. The maximum amount which may be paid by the TCRF to any one person is the total amount paid on behalf of the passenger to the seller of travel, not to exceed US\$15,000. A claim must be submitted to the TCRF within 12 months after the scheduled completion date of the travel. A claim must include sufficient documentation to prove your claim and a US\$35 processing fee.

Claimants must agree to waive the right to other civil remedies against a registered participating seller of travel for matters arising out of a sale for which you file a TCRF claim. You may request a claim form by writing to: Travel Consumer Restitution Corporation, P.O. Box 6001, Larkspur, CA 94977-6001; or by faxing a request to: 1 (213) 897-8846. Persons purchasing from outside of California are not covered by the California Travel Consumer Restitution Fund.

**24. TRUST ACCOUNT**

California law requires certain sellers of travel to have a trust account or bond. Scott Dunn USA, Inc. has a trust account for California residents.