



APEX PHOTO SAFARIS

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WAIVER FORM

It is unlikely that the company will have to make changes to a client's tour. However, occasionally changes may be made. Most of these will be minor and the company will endeavor to advise the client of them at the earliest possible date. The company reserves the right to alter the itinerary after departure, without payment of compensation, if it is in the interest of the client to do so. Furthermore, compensation will not be payable if the company is forced to cancel or in any way change the tour due to force majeure, namely war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions or other material external circumstances beyond the company's control.

LIABILITY

Client's booking is accepted on the understanding that they appreciate the possible risks inherent in adventure travel and that they undertake the tour at their own volition.

1. Where the Client does not suffer personal injury, the company accepts liability should any Part of the tour arrangements booked with the company not be supplied as described and not be of a reasonable standard. In such a case, the company will pay reasonable compensation if the client's enjoyment of the tour has been adversely affected, but will pay no compensation if there has been no fault on the part of the company and its suppliers and the reason for the failure in the tour arrangements was either the client's fault, the actions of someone unconnected with the tour arrangements or could not have been foreseen or avoided by the company or its suppliers even if all due care had been exercised. Under no circumstances will the company's liability for each

client under this clause exceed two times the tour cost paid by the client.

2. Where the client suffers death or personal injury as a result of an activity forming part of the tour arrangements booked with the company, the company accepts responsibility unless there has been no fault on the company's part or its suppliers and the cause was either the client's fault, the actions of someone unconnected with the tour or one with or one with neither the company nor its suppliers could have anticipated or avoided even with the exercise of all due care.
3. If additional expenses are incurred through delay, accident or disruption of the tour beyond the control of the company by force majeure, such expenses must be borne solely by the client.
4. In respect of hot air ballooning, scuba diving, horse riding and other hazardous pursuits, the client will appreciate that by their nature these activities carry inherent risks. The client hereby agrees to be personally responsible for assuming such risks.

GOOD HEALTH

The client hereby confirms that he or she is in good health. Any client with a pre-existing medical condition or illness must declare the true nature of such condition at the time of booking and make arrangements for the provision of drugs or other treatment which may be required during the tour. Such client would be required to provide a medical statement from a GP to confirm that they are fit for this type of adventure travel.

INOCULATION

The client must take all the necessary inoculations as are required or generally recommended to the countries to be visited. Professional medical advice should be sought regarding inoculation.

TRAVEL & HEALTH INSURANCE

Travel insurance is mandatory to all clients. Before the clients commences a tour he or she must arrange his or her own insurance with a reputable insurer, with protection for the full duration of the tour, to cover personal injury, medical expenses, repatriation expenses, loss of luggage and expenses associated with cancellation or curtailment of a tour. If a client becomes ill, all hospital expenses, Doctors' fees and repatriation costs are the client's responsibility and the company shall not be liable for any refund of a tour cost.

TRAVEL DOCUMENTATION

It is the responsibility of the client to be in possession of a valid passport, visa permits and vaccination or other medical certificates as may be required for the whole of the tour. The company does not accept responsibility for changes in regulations for visas or any particular requirements for visas. The company cannot be responsible for the failure of the client to obtain the necessary visas.

JURISDICTION AND LAW

The contract shall be subject to the laws of Kenya and the exclusive jurisdiction of the Kenyan Courts.

INTERPRETATION

Headings are for convenience only and shall not affect the construction of any provision. Except where the context otherwise indicates, words denoting the singular form include the plural and vice versa; words denoting any one gender include all genders; words denoting persons include firms and corporations and vice versa.

COVID-19 TERMS & CONDITIONS

As of December 2019, the corona virus (COVID-19) pandemic has spread across the entire globe and we at Apex Photo Safaris are dedicated to provide our guests/clients with a safe, responsible and sustainable safari experience. We have implemented measures as per the WHO guidelines together with the Ministry of Health, Ministry of Tourism & Wildlife and the Government of Kenya to ensure the safety of all guests and staff during the pandemic. As required by government law, all guests with underlying health conditions (heart problems, cancer, diabetes, chronic kidney disease(s), liver disease, asthma, immunocompromised states and neurological conditions) are required to fill in the form and indicate what certain underlying health issues (if any) they may be suffering from. Please note that the information provided is strictly confidential and will be stored under strict privacy.

In the case that any guest(s) do test positive for COVID-19 whilst on safari – they will be placed into self-isolation and will be subject to medical attention at the nearest hospital/by the doctor or nurse at the respective property they will be staying at after which they will be airlifted/evacuated to Nairobi for specialized treatment. All person(s) in close contact with the affected party, will be subject to 14 days of self-quarantine as per the directives and protocols issued by the Government. Quarantine and treatment costs will be payable directly by the guest(s).

I have read the booking conditions and accept them.

Name: _____

Date: _____

Signature: _____

GUEST REGISTRATION FORM:

Name: _____

Date Of Birth: _____

Address: _____

Email: _____

Nationality: _____

Passport No: _____

Underlying Health Conditions: _____

Allergies: _____

Emergency Contact: _____

Contact Phone No: _____

Travel/Medical Insurance Details: _____

Policy No: _____

Emergency No. For Insurance: _____