



Jossy Travel

DETAILS AND INDEMNITY

TOUR DETAIL

TOUR DESTINATIONS: DATE OF THE TOUR:

PERSONAL PARTICULARS

SURNAME:

FIRST NAMES:

POSTAL ADDRESS:

POSTAL CODE:

NATIONALITY:

ID NO/PASSPORT:

PLACE OF ISSUE:

EXPIRY DATE:

TEL NO.(H):



Jossy Travel

TEL NO. (ICE):

CELL NO:

E-MAIL:

PLEASE STATE IF THERE ARE CHILDREN UNDER 12 YEARS OF AGE.

PERSONAL DETAILS:

MEDICAL: ALLERGIES?

DIETARY REQUIREMENTS?

SKILLS: DOCTOR? FIRST AIDER? MECHANIC? ASTROMER? ETC.:

PAYMENT

I HEREWITH HAVE PAID: TO CONFIRM MY SAFARI.

WE, UNDERSTAND, ACCEPT THE TERMS AND CONDITIONS OF THE RESERVATION AND INDEMNITY REQUIREMENTS AS EXPLAINED HEREUNDER. ACKNOWLEDGEMENT, ASSUMPTION OF RISK, CONSENT AND INDEMNITY

WHEREAS I.....(insert full names)

will be participating in a tour organized and conducted by.....



Jossy Travel

AND WHEREAS I am prepared to give certain warranties, indemnities and consents and make certain acknowledgements relating to my participation in the tour.

AND WHERE it is a condition of my participation in the tour that the said warranties, indemnities, acknowledgements and consents be recorded in writing and signed by myself.

NOW THEREFORE I record the following:

I warrant that I am 21 years of age or older.

I am under the age of 21 years and am assisted herein by.....

my mother/father and natural guardian (insert full names of natural guardian above). (Delete whichever of 1 or 2 above is not applicable).

I acknowledge that I am aware that the activities organized and conducted by.....

in which I will be participating during the tour (the activities) are dangerous and can result in personal injury including fatal injury to myself.

I confirm that I fully appreciate the nature of the risks that I will be exposed to whilst participating in the activities.

I hereby voluntarily assume all risks which are associated with the activities and consent to the risk of any harm which may befall me whilst participating in such activities including bodily injury and death.

I agree that I shall have no claim of whatsoever nature against its owners, shareholders, directors

members, employees or other persons contracted to (hereinafter referred to as the parties) for any injury, harm or loss of whatsoever nature which I may suffer whilst participating in the activities even if such injury, harm or loss is caused by the negligence of any of the parties.

I accordingly indemnify all the parties against any injury, harm or loss which I may suffer whilst participating in the activities.

In addition to the exemption from liability detailed above I further agree that none of the parties shall be liable to me for any injury, harm or loss of whatsoever nature suffered by me at any time during the tour (and not only whilst participating in the activities) arising from any cause whatsoever including but not limited to illness, accident,



Jossy Travel

theft, injury or death. This exemption from liability shall apply even where the injury, harm or loss referred to above is caused by the negligence of any of the parties.

INDEMNITY:

In travelling off road and in remote areas, I am aware that there are hazards and dangers involved in these and associated activities, and I and my heirs, executors, administrators of assigns hereby indemnify, hold harmless and expressly exempt (.....) of Jossy Travel, its owners, partners, members, or organizer, staff and helpers, from any liability for delay, inconvenience, accident, injury or death arising from any cause whatsoever. I hereby undertake to obey lawful instructions given by the guides or their assigned assistants. I voluntarily assume the risks of taking part in the outing. Adults take full responsibility for their children during the safari and will ensure that their children will adhere to any and all instructions given by the guides or their assigned assistants. Alternative routes and destinations may be taken during the safari due to Unforeseen circumstances. All equipment supplied by Jossy Travel, remains the property of Jossy Travel. Any equipment that is damaged or lost through negligence or misuse, the replacement value will be for the client's account.

All disputes and claims shall be governed by the law of Kenya and shall be subject to the exclusive jurisdiction of the Courts of Kenya. Without derogating from the generality of the foregoing, in the event that (despite this clause, and without detracting from the parties' express agreement that Kenyan courts shall have exclusive jurisdiction) it is decided by a competent court that a dispute or claim is not to be governed by the law of Kenya or is not subject to the jurisdiction of a Kenyan Court, then the laws of the African country wherein the incident giving rise to the dispute or claim arose shall govern that dispute or claim, and that country's courts shall have jurisdiction to the exclusion of all others. No dispute or claim of any nature whatsoever shall be subject to laws or the jurisdiction of any court other than a court in Kenya, Tanzania, Rwanda, South Sudan, Ethiopia or the Democratic Republic of Congo.



Josy Travel

SIGNED at

on this day of

I, the undersigned

(insert full names of natural guardian) (MARK N/A if not applicable)

hereby warrant that I am the mother/father and natural guardian of the minor who is the signatory to this document and whose signature appears above. I further warrant that I am legally competent to assist him/her in the signing of this agreement and sign this document in due assistance hereby ratifying and confirming what is contained herein.

CLIENT NAME CLIENT SIGNATURE

.....

.....