

2009 TERMS & CONDITIONS



2009 PHOTOGRAPHIC SAFARI TERMS & CONDITIONS

— Please Sign and Return to Legendary Adventures —

THESE “TERMS AND CONDITIONS” GOVERN YOUR RIGHTS AND OBLIGATIONS RELATING TO YOUR SAFARI. PLEASE READ CAREFULLY AS THESE TERMS AND CONDITIONS CONTAIN IMPORTANT INFORMATION REGARDING YOUR SAFARI.

1. RESERVATIONS & PAYMENT

- I.1 Subject to availability, reservations can be made by contacting Legendary Adventures, Inc., hereinafter referred to as the "Company," or through a booking agent chosen by you. The term "client" is used herein to refer to you and/or other participants, companions and/or observers on a safari. The term "Safari Group" refers to all participants companions and/or observers on your safari.
- I.2 Safaris are booked and confirmed by the Company only upon written acknowledgment of receipt by the Company of the following:
 - (i) A deposit of thirty percent (30%) of the total safari cost for you and each member of your Safari Group (the "Deposit");
 - (ii) A separate Release of Liability and Assumption of Risk Form (in the form attached hereto as Exhibit A ("Adult Release")) signed by you and each adult member of your Safari Group;
 - (iii) If applicable, a separate Parent/Guardian Release of Liability Form (in the form attached hereto as Exhibit B ("Minor Release")) signed by each of the appropriate Parent(s)/Guardian(s) and listing all children under the age of 18 accompanying each appropriate Parent(s)/Guardian(s) in your Safari Group; and,
 - (iv) A separate set of Terms and Conditions signed by you and each adult member of your Safari Group. If minors are accompanying you on your safari, the Terms and Conditions must list all such minors.

Company shall have no obligations regarding your reservation until the Deposit is paid and all required documentation is executed and delivered to Company. If you return the Deposit without the executed Terms and Conditions, Release of Liability and Assumption of Risk Forms, and, if applicable, Parent/Guardian Release of Liability Forms, your safari will not be booked or confirmed by the Company until all required documentation is executed and delivered to Company. Upon Company's written acknowledgment of receipt of the Deposit and required documentation, your reservation will be booked and confirmed, subject to availability. Once the Company confirms your reservation, the Outfitter (defined below) makes substantial financial commitments for your safari. Your Deposit is the security for these commitments and will be forfeited, in whole or in part, in accordance with Section 2 below in the

event of a cancellation by you or any member of your Safari Group or a change to the dates of your reservation by you or any member of your Safari Group.

- I.3 All reservations made by Company are non-transferable. Any attempted transfer of a reservation is void.
- I.4 The balance of your safari cost is due no later than ninety (90) days before the start of your safari ("Safari Payment Due Date"). Subject to Section 2 below, if the balance of your safari cost is not received on or before the Safari Payment Due Date, the Company shall be entitled to treat your reservation as cancelled.
- I.5 Any reservation made within ninety (90) days of the commencement of a safari may be accepted provided space is available, payment in full is received at the time of booking, and all required documentation is executed and delivered before departure. The Company reserves the right to accept or reject any safari booking during this time frame in its sole discretion.

2. CANCELLATIONS & REFUNDS

- 2.1 Any cancellation of a reservation must be in writing and shall only be effective upon its acknowledged receipt by the Company. Any change to the dates of a reservation will be treated as a cancellation and the cancellation fees below in this Section 2.1 shall apply. You acknowledge and agree that any cancellation or change to the dates of a reservation by you or any member of your Safari Group could result in an increase in the total safari cost for the remaining members of your Safari Group. All safaris are subject to cancellation fees as follows:
 - (i) For each cancellation that is acknowledged in writing by Company three hundred sixty-six (366) or more days prior to the start of a safari, a cancellation fee of \$1,500.00 (United States Dollars "USD") will be assessed for each client that cancels (these cancellation fees referred to herein as the "Minimum Cancellation Fees"). The Company will retain the Minimum Cancellation Fees from the Deposits made by you or on your behalf to the Company and refund any remaining Deposit monies to you or other members of your Safari Group.



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- (ii) For each cancellation that is acknowledged in writing by Company more than two hundred seventy (270) days prior to the start of your safari but less than three hundred sixty six (366) days, in addition to the Minimum Cancellations Fees, the Company will retain fifteen percent (15%) of your total safari cost from the Deposit as additional cancellation fees.
 - (iii) For each cancellation that is acknowledged in writing by Company more than ninety (90) days prior to the start of your safari but less than two hundred seventy one (271) days, in addition to the Minimum Cancellation Fees, the Company will retain the full deposit of thirty percent (i.e., thirty percent (30%)) of your safari costs as additional cancellation fees.
 - (iv) For each cancellation that is acknowledged in writing by Company less than ninety (90) days prior to the start of your safari, you will be charged for the total costs of your safari as cancellation fees and no refunds will be made.
 - (v) You acknowledge and agree that in any instance above where the total amounts received by the Company for your safari are not sufficient to pay the applicable cancellation fees in full, you will pay the Company any deficiency within ten (10) days after receipt of written notice of such deficiency from the Company.
 - (vi) Company will refund any Deposit monies in excess of the total cancellation fees assessed for your Safari Group.
- 2.2 If you are a "no show" (i.e., fail to be at the designated location at the designated time and date for the commencement of a safari), the Company shall be entitled to treat your reservation as cancelled and you will be charged the total costs of your safari as cancellation fees and no refunds will be made.
- 2.3 Any request to change the number of participants in your Safari Group must be in writing and the Company's agreement thereto shall be at its sole discretion. As a condition to any such agreement by the Company, the Company may, at its option, charge an administration fee, in addition to all other increases in rates and charges associated with the change, which shall be presented to you in writing and which is payable no later than seven (7) days after such written notification. If at any time prior to departure or during a safari a change occurs in the number of participants in your Safari Group, the safari quote or invoice (as applicable) will be revised to reflect these variations based on the Company's published rate scheduled in effect at that time and will be subject to the cancellation charges in Paragraph 2.1 when applicable. By way of example, if safari is changed by decreasing the number of participants in your Safari Group, cancellation fees will apply as set forth in Paragraph 2.1 for the participant no longer participating, and the costs for the remaining

members of your Safari Group may increase pursuant to the Company's published rate schedules.

- 2.4 No refunds are given for: (i) lost travel time or substitution of facilities, areas, camps and dates, (ii) itineraries amended after departure, (iii) circumstances arising beyond the Company's control, necessitating that alternative arrangements be made to ensure the safety and/or further participation and enjoyment of your safari, (iv) if you do not appear for any accommodations, service, sightseeing or safari segment without notifying the Company, (v) if you leave your safari after it has begun, or otherwise miss any scheduled sightseeing, activities or accommodations, or (vi) failure to photograph any specie that you may have sought to photograph while on safari.

3. FOR YOUR INFORMATION

- 3.1 The Company is not a safari outfitter. The Company purchases outfitting services from independent suppliers of such services who are not subject to the Company's control ("Outfitter(s)"). The Company also purchases ground and air transportation, hotel accommodations, restaurant services and other miscellaneous services (together with the services provided by the Outfitters, the "Services") from various independent suppliers (together with the Outfitters, the "Suppliers") that are also not subject to the Company's control. YOU ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL THE COMPANY BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY DEATHS, PERSONAL INJURY, PROPERTY DAMAGE OR LOSS, OR ANY OTHER LOSS THAT MAY OCCUR AS A RESULT OF THE SERVICES PROVIDED BY THESE SUPPLIERS OR BY REASON OF ANY OTHER EVENT OVER WHICH THE COMPANY HAS NO CONTROL.
- 3.2 The Services are provided by the Suppliers subject to the terms and conditions set forth in the tickets, orders, vouchers or other similar documentation ("Supplier Contracts") that may be issued by the Suppliers in connection with their respective Services. The Supplier Contracts used by the Suppliers, when issued, shall constitute the sole contract between the Suppliers and you regarding Services.
- 3.3 The Company and/or the Outfitter, as applicable, reserves the right to cancel any itinerary, or any part of it, to make such alterations in the itinerary as it deems necessary or desirable, to refuse to accept or to retain any person as a member of a Safari Group, at any time in its sole discretion, and to pass on to members of a Safari Group any expenditure occasioned by delays or events beyond its control. In case of any appreciable variation in its costs, the Company reserves the right to adjust its rates.
- 3.4 Air charters in Tanzania are contracted for by the local

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Outfitter with local carriers. Typically, the charters are not private for your Safari Group only, and the Company does not control the rates, number of passengers or routing.

4. RISKS & RELEASES

- 4.1 There are certain inherent risks involved in participating in a safari. You acknowledge and agree that your participation in a safari is at your own risk.
- 4.2 You acknowledge and agree that it is your responsibility to seek all appropriate independent medical advice prior to departure as to whether you are fit enough to undertake a safari that you have booked.
- 4.3 By accepting these Terms and Conditions, you acknowledge and agree that adventure travel such as a safari, whether in civilized or remote areas, by plane, train, auto, boat, horseback, other conveyance, or on foot, involves inherent dangerous risks of illness, injury, death or loss and damage of property, which may be caused by negligence of others, forces of nature, and other causes known or unknown. You recognize that such risks may be present at any time before, during, and after a safari.
- 4.4 You acknowledge and agree that your participation on a safari with the Company is conditioned upon, among other things, the signing of the Adult Release attached hereto as Exhibit A, and, if applicable, the signing of the Minor Release attached hereto as Exhibit B.

5. FORCE MAJEURE

- 5.1 "Force Majeure" means, in relation to the Company, any circumstances beyond the reasonable control of the Company (including, without limitation, acts of God, explosion, flood, tempest, fire or accident, war or threat of war; terrorist attacks, sabotage, insurrection, civil disturbance or unrest, or requisition, sickness, quarantine, government intervention or hindrance of any kind (including changes in laws, rules and regulations), weather conditions or other untoward occurrences). For the purposes of this Agreement with you, a Force Majeure event may also include a situation where government concessions for safaris once made available to the Company are no longer made available to the Company.
- 5.2 If the Company is affected by Force Majeure, it shall notify you within a reasonable time period of the nature and extent of the Force Majeure.
- 5.3 The Company shall not be in breach of these Terms and Conditions or otherwise be liable to you because of a delay in performance, or non-performance, of any of its obligations hereunder arising in connection with any Force Majeure.
- 5.4 If the Company is affected by Force Majeure it shall be

entitled to, and may in its sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to a safari. Payment of any refund by the Company to you as a result of the non-performance of any of the Company's obligations hereunder shall be at the Company's sole and absolute discretion. In all cases, if the Company has elected to provide a refund under such circumstances, the Company shall deduct from any refund, the reasonable actual and potential costs to the Company of the Force Majeure, as determined by the Company in its sole and absolute discretion.

- 5.5 In all circumstances where a Force Majeure event has occurred, once the Company has investigated the prevailing situation, as it deems fit, it shall remain in the Company's sole and absolute discretion whether to proceed with your safari. If the Company decides that your safari may proceed, and you choose to cancel your safari, then no refund will be payable to you and the provisions of Paragraph 2.1 shall apply.
- 5.6 Without limiting the other provisions of this Section 5, you acknowledge and agree that you are aware that travel warnings and advisories are issued on occasion for the country in which your safari is booked. You further acknowledge and agree that the issuance of a travel warning or advisory does not give rise to an automatic right of cancellation. If a travel warning or advisory is issued prior to the start of your safari or during your safari, the Company will investigate the situation giving rise to the warning or advisory and will make a determination as to whether to proceed with your safari consistent with Paragraph 5.5 above. If the Company decides your safari may proceed, and you choose to cancel your safari, no refund will be payable to you and the provisions of Paragraph 2.1 shall apply.

6. INSURANCE

The Company strongly recommends that you obtain the following types of insurance, which are commercially available:

- Accidental death and disability
- Loss of personal effects
- Emergency medical evacuation
- Major Medical
- Trip cancellation

By accepting these Terms and Conditions, you acknowledge that the Company does not typically provide these types of insurance to you or arrange them for your benefit, that the Company has no obligation to provide these types of insurance for you, that the costs of these insurances are not included in your safari costs payable to the Company unless expressly so stated on your quote or invoice, and that it is your responsibility to provide for these coverages if you want to have them. In some instances, the Company may provide you with information regarding, or referrals to, providers of these various types of insurance. By accepting these Terms and Conditions, you acknowledge and agree that the Company is not liable to you as a result of the services provided to you by these providers,

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or for their failure to provide services to you, or otherwise. This release of liability applies regardless of whether the Company has referred providers to you, arranged coverage on your behalf, or otherwise.

7. SURCHARGES & GRATUITIES

7.1 Although the Company hopes that it will not need to levy surcharges, it reserves the right to do so if this becomes necessary. The Company will endeavor to notify you in writing as soon as it is aware of any likely surcharge, and you must pay the amount of such surcharge no later than fourteen (14) days after written notification has been received. If the surcharge is not paid within such time, the Company may consider such non-payment as an act of cancellation on your part and the provisions of Paragraph 2.1 shall apply. Any refund made by the Company shall be in its sole and absolute discretion. For the purposes of this provision, surcharges may include, but are not limited to, additional costs levied by the government on safaris of your type, additional costs incurred by Suppliers as a result of new taxes, government charges, and the like.

7.2 Gratuities for professional guides and camp staff in Tanzania are not required but always welcome and appreciated, and in most instances serve as an important supplemental income source. Gratuities for professional guides can be handled directly between you and your professional guide. As camp staff are employees of the Outfitters and gratuities for camp staff are subject to taxation by the Tanzanian Revenue Authority, the Outfitters cannot allow direct payment of gratuities to members of your camp staff. If you wish to provide a gratuity for your camp staff, please give it to the Outfitter at the end of your safari. At the end of the season, any and all gratuities received by the Outfitter will be pooled and equitably distributed to camp staff members based on rank and seniority.

8. CONDITIONS OF BOOKING; DISPUTES

You agree that you and any minors that are traveling with you shall comply at all times with the instructions of the Company's representatives and the representatives of the Suppliers. If you have any cause for complaint while traveling, you must immediately bring it to the attention of the Outfitter, and/or the professional guide assigned to your safari, whichever is practical at the time of the incident that gives rise to the complaint. Either or both of these parties will attempt to resolve the situation and will contact the Company when necessary to do so. While the Outfitter, professional guide, or the Company, as applicable, will use reasonable efforts to address your complaint in a manner acceptable to you, the Outfitter, the professional guide and/or the Company reserve the right to resolve the dispute in their sole discretion. No client shall be accepted or be permitted to continue on a safari while their status of mental or physical condition is, in the sole opinion of any representative of the Company, the Outfitter or the professional guide assigned to your safari, such as to render them incapable of caring for themselves or make themselves

objectionable to any representative of the Company, the Outfitter; the professional guide assigned to your safari, or other clients, or if a client becomes a hazard to themselves or others. You acknowledge and agree that the Company will not be responsible for expenses by such persons precluded from completing a safari for any of these reasons.

9. CARRIAGE BY LAND, SEA & AIR

Carriage by land, sea and air is subject to the terms and conditions of the carrier with whom you travel and to international conventions, some of which may limit liability. Land, sea and air travel are also subject to operational decisions of carriers and air and sea ports which may result in cancellations, delays or diversions, over which the Company has no control and for which the Company accepts no liability whatsoever.

10. BAGGAGE

Temporary or permanent loss of baggage is the responsibility of you or the carrier.

11. TRAVEL DOCUMENTS & VACCINATIONS

It is your responsibility to ensure that passports, visas, travel permits, health certificates, inoculations, or other documentation required for a safari are obtained, submitted as appropriate, and are in order. It is your responsibility to pay any additional costs incurred either by yourself (or by the Company on your behalf) because of any failure by you to comply with such requirements.

12. SPECIAL REQUESTS

You must advise the Company in writing of any special requests (e.g. diet or facility) you, or minors traveling with you, may have when you submit your reservation to the Company. While the Company typically attempts to meet any such reasonable requests, the Company determines, in its sole discretion, which requests that the Company will accommodate. If the Company elects to accommodate your special requests, the Company may incur procurement costs in fulfilling those requests and, in that event, such procurement costs will be charged to your account.

13. INFORMATION IN MARKETING MATERIALS

The Company uses commercially reasonable efforts to verify that information provided in marketing brochures and any advertisements or newsletters ("Marketing Materials") published by the Company is correct at the time it is published; however, the Marketing Materials are not part of your agreement with the Company and the Company reserves the right to update and/or revise any information provided in the Marketing Materials at any time and without notice. The photographs reproduced and information provided in Marketing Materials depict typical scenes experienced and details on each destination, but the subject matter may not necessarily be seen or experienced while visiting that destination.

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14. PHOTOGRAPHY

The Company reserves the right without further notice to make use of any photography or film taken of you, of minors traveling with you, or of any other aspects of your safari by the Outfitter or any other Suppliers for general purposes without payment to you and without your permission. If you make photographs of your own available to the Company, the Company reserves the right to make use of such photos. By providing such photographs to the Company, you grant the Company a perpetual, fully paid, non-exclusive, irrevocable license to copy and use such photographs in the Company's Marketing Materials or otherwise.

15. MINORS

If applicable, by signing below, you certify that you are a parent or guardian of the minor(s) listed below and that you have read this entire document and fully understand its contents. In consideration of the minor's(s)' right to participate in a safari, and the activities, services, and food arranged for such minor(s) by the Company, you agree, on behalf of yourself and any such minor(s) to these Terms and Conditions. Further, you agree not to claim the unenforceability of these Terms and Conditions. You agree that the foregoing obligations shall be binding upon you personally, as well as upon your heirs, assigns, executors and administrators, and members of your family.

	Name of Minors	Age(s)
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

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16. ENTIRE AGREEMENT; GENERAL TERMS; THIRD-PARTY BENEFICIARIES

These Terms and Conditions, the Adult Release and, if applicable, the Minor Release (the "Agreement") set forth the entire agreement between the Company and you. All prior representations and agreements between the Company and you are hereby canceled and this Agreement is intended to and shall supersede and replace any and all prior agreements whether written or oral. No alteration to this Agreement may be made by any of the Company's employees, authorized representatives or agents, unless in writing by an authorized officer of the Company. An authorized officer of the Company shall make all decisions on matters subject to the Company's discretion. This Agreement shall be governed by the laws of the State of Texas (without regard to its conflict of laws doctrine). Suit to enforce any provision of this Agreement or to obtain any remedy with respect hereto shall be brought exclusively in the applicable state or federal courts of Harris County, Texas. You may not assign this Agreement or any rights obtained hereunder without the prior written approval of the Company and such approval may be withheld by Company in its sole discretion. If any term or provision of this Agreement shall for any reason be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any

other provision, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein. Failure to enforce any of the terms or conditions of this Agreement shall not be deemed a waiver of any of the rights and privileges that a party has under this Agreement, nor should a waiver in one case constitute a waiver with respect to a later breach whether of a similar nature or otherwise. You acknowledge and agree that you may not alter this Agreement under any circumstances. Notwithstanding anything to the contrary in this Agreement, the Suppliers are third party beneficiaries of this Agreement. Except for the Suppliers, no other party is a third party beneficiary of this Agreement. These Terms and Conditions shall remain valid and in force until such time as these Terms and Conditions are revoked in writing by either Company or you by delivering written notice of such revocation to the other party at the address for such party stated in these Terms and Conditions. Any revocation of these Terms and Conditions shall apply on a going forward basis only and shall not affect any reservations in effect prior to revocation or the safari(s) conducted pursuant to such reservations, which reservations and safari(s) will be subject to and governed by these Terms and Conditions

By signing below, you certify that you have read and agree with these Term & Conditions in their entirety, and fully understand and agree to the contents and terms and conditions herein.

Agreed and Accepted

By: _____
Signature

Printed Name

Date

Witness:

By: _____
Signature

Printed Name

Date

Address for Notices to you:

Address for Notices to:

Legendary Adventures, Inc.
10777 Westheimer Road, Suite 1060
Houston, Texas 77042
Attn: Janice Schramm
Fax: 713-580-7110