

NUNU'S KENYAN SAFARIS

RELEASE OF LIABILITY, ASSUMPTION OF ALL RISK AND BINDING ARBITRATION AGREEMENT

Nunu's Kenyan Safaris, its employees and representatives (collectively Nunu's) does not own or operate any lodging facilities, food service or entertainment providers, equipment suppliers, or operators of activities outside of safari game viewing and land transportation (regardless of whether such activities are included as part of your safari itinerary), etc. As a result, Nunu's is not liable for any negligent or willful act or failure to act on any such third person, or of any other third party.

I am voluntarily participating in this trip with the knowledge of the numerous risks and dangers involved including but not limited to: negligence on the part of Nunu's; acts of God or force majeure; acts of war or civil unrest; insurrection or revolt; acts of government, strikes or other labor activities; physical exertion for which I am not prepared; forces of nature; weather conditions; transportation failures or the failure of any transportation mechanism to arrive or depart timely or safely; consumption of alcoholic beverages; risks associated with food or impure water; terrorism or the threat thereof; criminal activity; bites from, or dangers associated with, wild or other animals, pests, or insects; actions of other trip participants or of third parties; breakdown or failure of equipment; high altitude; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; the adequacy of medical attention once provided; epidemics or the threat thereof; stolen, lost, or misplaced luggage or property; financial or other defaults of suppliers of services; theft or break-ins into vehicles, lodging rooms or elsewhere, etc. I hereby agree to be responsible for my own welfare and accept all risks of delay, unanticipated events, inconvenience, illness, injury, emotional trauma, or death.

I agree that this Agreement shall be legally binding upon me personally, all members of my family, and all minors traveling with me, my and their heirs, successors, assigns, and legal representatives, it being my intention fully to assume all the risks associated with this trip and to release Nunu's from all liability to the maximum extent permitted by law.

Miscellaneous Matters: I agree to follow all written and verbal rules and protocols presented to me by Nunu's or other Tour Operator. I understand that Nunu's reserves the right to refuse as a trip participant, or remove from a trip, without refund, any person it judges to be incapable of meeting the rigors and requirements of participating in the activities, or who is abusive to other trip participants, leaders, or third parties, or who it determines to detract from the enjoyment of the trip by others. Nunu's reserves the right to make route, hotel, itinerary and trip modifications as required or desirable to improve the trip quality and/or to accommodate the comfort and well-being of guests.

Nunu's reserves the right to take photographic or film records of any of its trips. I agree that Nunu's may use any such photographic or film records for promotional and/or commercial purposes, as well as approve such, without any remuneration to me. I assign all rights, title and interest I may have in or to all media in which my name or likeness might be used by Nunu's.

Availability of Travel Insurance: Nunu's strongly recommends that Participants consider the purchase of trip cancellation/interruption insurance, baggage, medical expense, medical evacuation, accidental death coverage, and emergency assistance insurance. You can obtain insurance from travel insurance vendors online or via your travel agent of choice.

Health and other Risks: I understand and acknowledge that there are inherent health and other risks associated with traveling. I agree that I am personally responsible for obtaining all health and other destination specific information (including CDC information www.cdc.gov), State Department releases <https://travel.state.gov/content/passports/en/alertswarnings.html>, immunizations and medications appropriate to my intended travel.

Recreational Activities: I understand if I engage in recreational activities, sports, tours, travel, or any other activities during free time and outside of the included activities, that Nunu's assumes no responsibility for my safety or any liability for costs or difficulties that I may incur. I participate in these activities at my own risk.

Separation from Group: I agree that in the event I become separated from the travel group due to failure to meet the group at an assigned time, I will bear all responsibility to seek out, contact, and reach the group at its next available destination, and I understand that I will bear all the costs involved in contacting and reaching the group.

Binding Arbitration: I agree that any dispute concerning, relating or referring to this Agreement, the brochure or any other literature concerning my trip or the trip itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C 1-16, either according to the then existing Commercial Rules of the American Arbitration Association or pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. Such proceedings will be governed by substantive (but not procedural) Washington law and will take place in King County, WA. 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 part of this contract is void or voidable. By agreeing to these terms and conditions, you (and we) are waiving our right to a trial by jury.

Knowing and Voluntary Execution: I have carefully read and fully understand this Release of Liability, Assumption of all Risk and Binding Arbitration Agreement as well as all terms and conditions on Nunu’s deposit registration page for this activity, including but not limited to, those regarding cancellation and refund policies. I understand that this is a legally binding and enforceable contract and sign it of my own free will. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

This Agreement must be accepted by Nunu’s in Snohomish Washington and cannot be changed in an oral communication.

For All Nunu’s Kenyan Safaris

Name (Print) _____

Signature: _____

Date: _____

All safari participants are required to sign and return this form to Nunu’s upon registering.