

THOMSON SAFARIS

Our home. Your adventure.

Booking Conditions

PAYMENT TERMS

At the time of booking, a non-refundable 20% deposit is needed to reserve a space on a trip. The deposit can be made by personal check, Visa, MasterCard or American Express credit cards. In the event you need to cancel your trip, cancellation fees will be assessed as outlined below. Trip extensions or extra services require an additional deposit.

At 90 days before departure, the balance of your invoice will be due in Watertown, MA office via check, money order or wire transfer net of bank fees. Please include your name and/or booking number as the transaction reference.

Account Name:	Thomson Safaris, 14 Mount Auburn Street Watertown, MA 02472
Account Number:	90-392-201
Beneficiary Bank:	Cambridge Trust Company, 1336 Massachusetts Avenue, Cambridge MA 02138
Routing Number:	011-300-595
SWIFT Code:	CAUPUS31

Prices are based on final payment by **check, money order, or wire transfer**. As a convenience, we will accept credit cards for final payment with an additional fee of \$300 per person.

When booking a trip after the final payment due date, full payment is required within 2 business days of your booking date. It is important to understand that at the time of booking, cancellation penalties are effective immediately (see below). If payment is not received by the due date, Thomson Safaris will cancel room reservations and international air space booked on your behalf, and your payment will be forfeited.

CANCELLATION POLICY

Notification of cancellation must be made in writing to Thomson Safaris (fax will be accepted). At the time we receive the cancellation, the following cancellation fees will apply. If you have already made your final payment at the time of cancellation, the following penalties will apply if you cancel:

91 days or more before departure:	20% of the package price is non-refundable
90 to 61 days before departure:	50% of the package price is non-refundable
60 to 46 days before departure:	65% of the package price is non-refundable
45 days or less before departure:	100 % of the package price is non-refundable

Please note that no partial refunds will be given for unused meals, hotel rooms, airport transfers etc., for any reason whatsoever. Thomson Safaris reserves the right to increase the tour price in the event of cost increases due to changes in airfares, currency fluctuations, or fuel charges up to the time of final payment, except for increased government fees and taxes, such as park fees, which can be passed on at any time. Thomson Safaris reserves the right to alter the tour without notice. Thomson Safaris is not responsible for expenses incurred by trip members in preparing for the trip (e.g. non-refundable advance purchase air tickets, visa fees, equipment, etc.) or for any necessary additional travel arrangements before the group departure date. Accommodations are subject to change.

We strongly recommend travel insurance, including trip cancellation coverage to protect your investment.

I have authorized my non-refundable deposit of 20% of the package price to be charged on my credit card. This form may be used in place of a credit card imprint and it is agreed that this form will act as a substitute for a credit card imprint. I acknowledge that I have read the Terms of Payment and the Booking Conditions and agree to abide by them.

Print Name *as it appears on your card*

Email Address

Daytime Phone

Billing Street Address

City

State

Zip Code

Signature

Date

Release of Liability, Assumption of All Risk, and Binding Arbitration

Wineland-Thomson Adventures, Inc., its employees, shareholders, officers and directors (collectively, Thomson Safaris) does not own or operate any entity which is to, or does provide goods or services for your trip including, for example, accommodations, air or other transportation companies, food service providers, equipment suppliers, etc. Some such goods or services, however, may be provided by Thomson Safaris, Ltd., Ngorongoro Safari Lodge, Ltd., Nature Discovery, Ltd., and/or Tanzanian companies which are affiliated with Wineland-Thomson Adventures, Inc. Wineland-Thomson Adventures Inc. is not liable for any negligent or willful act or failure to act of any such 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 risks of physical exertion for which I am not prepared; forces of nature; transportation failures whether by plane, train, auto, boat, canoe, kayak, bicycle, ski, horseback or other animal, by foot, or by any other conveyance; consumption of alcoholic beverages; risks associated with food or impure water; risks associated with food allergies and/or medical conditions including, without limitation, the failure of any supplier to adhere to my dietary, medical or allergy related protocols; government actions; civil unrest; terrorism or the threat thereof; criminal activity; dangers associated with or bites from animals, pests or insects; breakdown or faulty maintenance 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 if and when provided; epidemics or the threat thereof; and stolen, lost, or misplaced luggage or property. In addition, I accept all risk of and release Thomson Safaris from its own negligent conduct. I acknowledge that the enjoyment and excitement of travel is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home or work and that these risks contribute to such enjoyment and excitement, being a reason for my participation. I hereby agree to be responsible for my own welfare and accept any and all risks of delay, unanticipated events, inconvenience, illness, injury, emotional trauma or death.

I acknowledge that the cost of all Thomson Safaris trips is based upon trip participants executing this Release of Liability, Assumption of All Risk, and Arbitration Agreement. Therefore, as lawful consideration for being permitted to participate on such trip(s), I hereby release and discharge forever Thomson Safaris from and against any and all liability arising from my participation in the trip. I agree that this release 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 Thomson Safaris from any and all liabilities to the maximum extent permitted by law.

Thomson Safaris will attempt to adhere to your itinerary as much as possible. However, certain conditions (political, climatic, environmental, cultural, wildlife migrations, etc.) may necessitate changes in the itinerary. Thomson Safaris reserves the right to alter any itinerary at any time for such reasons or for safety or the convenience of participants. We will attempt to notify participants of changes as far in advance as possible. Costs incurred by such changes will be the responsibility of the participant.

MEDICAL PROXY. I hereby give Thomson Safaris and the third party contractors permission to attempt to arrange emergency medical treatment for me and I agree to hold Thomson Safaris harmless for the provision, non-provision or negligent provision of such services.

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 (AAA) or pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS). Such proceedings will be governed by substantive (but not procedural) Massachusetts law and will take place in Boston, MA. 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 any part of this contract is void or voidable. Please understand that 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 the contents and legal ramifications of this document as well as all the conditions as stated on the Thomson Safaris and Thomson Treks websites, including 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 Contract is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

All adult travelers are required to sign and date below. Parents must list and sign on behalf of their minor children travelers. Parent or Guardian of a Minor: I, as a parent or guardian of the below named minor(s), hereby give my permission for my child(ren) or ward(s) to participate in the trip and further agree, individually and on behalf of my child(ren) or ward(s), to the terms above.

_____ Traveler #1 Print Name	_____ Signature	_____ Date
_____ Traveler #2 Print Name	_____ Signature	_____ Date
_____ Traveler #3 Print Name	_____ Signature	_____ Date
_____ Traveler #4 Print Name	_____ Signature	_____ Date
_____ Traveler #5 Print Name	_____ Signature	_____ Date
_____ Traveler #6 Print Name	_____ Signature	_____ Date