

# **WAIVER**

## **1. Acceptance of Risk**

You acknowledge that adventures travel and the products and services offered by the Tour Operator may involve a significant amount of risk to your health and safety. By travelling with the Tour Operator you acknowledge that you have considered any potential risks to health and safety. You hereby assume responsibility for all such risks and release the Tour Operator from all claims and causes of action arising from any losses, damages or injuries or death resulting from risks inherent in travel, including adventure travel specifically, visiting foreign destinations, and participating in adventurous activities such as those included in Tour itineraries or otherwise offered by the Tour Operator. The Tour Operator requires that you confirm your assumption of this responsibility by completing the participation waiver (the "Waiver") prior to departing on your tour. The Waiver is available at our booking office.

You are responsible for any costs (including repair, replacement and cleaning fees) incurred by the Tour Operator or the Tour Operator's suppliers for property damage, destruction or theft caused by you while on a Tour. You agree to immediately report any pre-existing damage to a representative of the Tour Operator and staff of the accommodation, transportation service, or facility as soon as possible upon discovery.

You agree to take all prudent measures in relation to your own safety while on Tour including, but not limited to, the proper use of safety devices (including seatbelts, harnesses, flotation devices and helmets) and obey all posted signs and oral or written warnings regarding health and safety. Neither the Tour Operator nor its Third Party Suppliers (as defined herein) are liable for loss or damages caused by your failure to comply with safety instructions or warnings.

## **2. Images and Marketing**

You agree that, while participating in any Tour, images, photos or videos may be taken by other participants, the Tour Operator or its representatives that may contain or feature you. You consent to any such pictures being taken and grants a perpetual, royalty-free, worldwide, irrevocable license to the Tour Operator, its contractors, sub-contractors and assigns, to reproduce for any purpose whatsoever (including marketing, promotions and the creation of promotional materials by or with sub-licensees), in any medium whatsoever, whether currently known or hereinafter devised, without any further obligation or compensation payable to you.

## **3. Amendments**

The Tour Operator reserves the right to update or alter these Terms at any time and will post the amended Terms on the Tour Operator's website. Any amendment will take effect 10 days after being posted to the Tour Operator's website. An up to date copy of these Terms, as amended, may be accessed at any time on the Tour Operator's website and will be sent to you upon written request to the Tour Operator. You are deemed to have accepted any amendments to these Terms on the date that is 10 days after their posting on the Tour Operator's website. The Tour Operator recommends that you refer to the Terms prior to travel to familiarize themselves with the most up-to-date version available.

#### 4. Bad Weather or other natural occurrences

In the cases where we are prevented from completing your tour because of bad weather, low water or any other unforeseen event that are beyond our control, we will be responsible for getting you back to a major port, Parika or Bartica. There will be no refunds if your tour was well underway or on the return leg when any event prevents the tour operator from completing your tour.

In cases where an event prevents the tour from commencing at all and you were committed to travel, you will be granted credit or 100% of your tour value to be used on future tours.

Credits are non-transferable

There are no toilet facilities on board but we do regular stops at Bartica and other places. And will do our best to accommodate you when nature calls.

I, the undersign have read, understand and do hereby agree to the conditions/waiver stipulated above.

Date: .....

Signature of Tourist .....