



**LIMIT OF LIABILITY WAIVER**

**LIMITS OF LAIBILITY:**

Mango Safaris, LLC, dba Mango African Safaris (hereafter referred to as MANGO), its owners, employees, and agents give notice that they are acting only as the agent for the travel suppliers which furnish the means of transportation whether by plane, motorcoach, ship, and/or all other related travel services. MANGO assumes no responsibility for bodily injury, accident, emotional trauma, death, loss or damage, annoyance, delays, or irregularity, and/or expenses occurring directly or indirectly as a result of Act of God, detention, quarantine, strikes, thefts, pilferage, force majeure, failure of any means of conveyance to arrive or depart as scheduled, civil uprising or disturbances, strikes, military uprising, terrorism, revolt, government restrictions, regulations, and discrepancies or changes occurring in either the country of origin, destination or through passage affecting transit, tour or hotel services. Reasonable changes in the itinerary may be made by MANGO with no advance notice when deemed advisable for the comfort and well being of the travelers.

Client initial: \_\_\_\_\_

**ASSUMPTION OF RISK:**

I am aware that travel in remote areas of the world involves hazardous activities. I am voluntarily participating in these activities with the knowledge of the dangers involved and hereby agree to accept any risks. This trip involves numerous risks and dangers including, but not limited to: accommodations, all means of conveyance; forces of nature; civil unrest; terrorism; accident of illness in remote regions without means of rapid evacuation or availability of medical supplies and facilities; the adequacy of any evacuation plan, medical care, equipment or supplies that may be provided. I realize that this complete Assumption of Risk is a material consideration to MANGO for arranging any travel plans for me. I verify that I understand and accept this statement.

Client initial: \_\_\_\_\_

**RELEASE:**

As a material consideration for being permitted by MANGO to participate in these activities, I hereby agree on behalf of myself, my heirs, executors, administrators, personal or legal representatives or any other person and/or entity claiming through me to indemnify and hold MANGO and any of its affiliated organizations harmless from any and all claims, demands, actions for bodily injury, accident, emotional trauma, death, loss or damage, however caused, which occurs during the travel arranged through MANGO. I forever release MANGO and any of its affiliated organizations from any and all liability arising out of or connected in any way with my participation on the trip.

Client initial: \_\_\_\_\_

**AGREEMENT TO ARBITRATION:**

If a controversy arises which relates in any respect to MANGO and its affiliate organizations and/or travel arrangements provided by MANGO to the undersigned, MANGO and the agree that such controversy shall be settled by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The selection of Arbitrator(s) shall be as set forth in said Rules. The choice of laws shall be as set forth in laws of the State of Colorado. The venue for any such arbitration hearing shall be in the City and County of Denver. Client expressly waives the right to remove the arbitration hearing to any other venue. Judgment upon the award rendered by the Arbitrator (s) may be entered in any Colorado court having jurisdiction thereof.

Client initial: \_\_\_\_\_

**KNOWING AND VOLUNTARY EXECUTION:**

My signature below certifies that I have carefully read and fully understand the contents of this agreement including the Terms and Conditions, especially those regarding cancellation and refund policies, limitation of liability, and responsibility borne by trip participants. On the advance of a deposit to MANGO, the depositor, his or her family and heirs agree to be bound by the above Terms and Conditions. I understand this is a legally binding and enforceable contract and sign it of my own free will.

Signature (1) \_\_\_\_\_ Date \_\_\_\_\_

Signature (2) \_\_\_\_\_ Date \_\_\_\_\_