

## REGISTRATION FORM

ADVENTURE NAME	Adventure Total Amount	QTY	Total
Empowering our Hearts...Awakening to the Ancient Elephant Song Adventure – Kenya - 9 <sup>th</sup> to 18 <sup>th</sup> September 2018	\$5,500		
Single Supplement - if Applicable	\$500		
Special Early Bird Discount - if Applicable	\$1,000		
<b>INCLUDES:</b> <ul style="list-style-type: none"> <li>• Exclusive attendance on this Adventure to Kenya including all the items listed in the Included section of the Itinerary.                             <ul style="list-style-type: none"> <li>○ All accommodation, land and local flight travel, tour guides and food during the duration of the Adventure.</li> <li>○ All uniquely planned excursions and tours with expert tour guides and transport.</li> <li>○ International expert facilitators delivering content pre, during &amp; post adventure.</li> </ul> </li> </ul>			<b>\$2,500</b>
<b>DEPOSIT: \$2,500 is payable as part of the booking procedure in order to confirm your place on the Adventure. It is the same Deposit amount if the discount is deducted and/or if the Single Supplement is added.</b> Balance payment must be made by the 8 <sup>th</sup> of August 2018. <i>PLEASE NOTE: A minimum of 5 Bookings is needed for the Adventure to go ahead.</i>			

### NAME & ADDRESS (Please print clearly)

FIRST Name: \_\_\_\_\_ LAST Name: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State/Prov: \_\_\_\_\_ Postal/Zip: \_\_\_\_\_

Home Tel: \_\_\_\_\_ Mobile: \_\_\_\_\_ Skype ID: \_\_\_\_\_

Please send the signed Registration Form to Tamar Peters by email by either scanning the completed form or photographing all 4 pages - [tpeters@topspeakerevents.com](mailto:tpeters@topspeakerevents.com).

Please make your **Payment by card through PayPal** - <https://paypal.me/TopSpeakerEvents>. An invoice from Top Speaker Events, the Adventure management organization, will be sent to you if you require one. We are not able to offer a Tax Invoice as our Adventure is a non-for profit initiative.

**By signing this form (please sign below and signature each other page), I agree to be bound by the Terms and Conditions of this booking as per the terms and conditions which form part of this agreement**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Empowering our Hearts...Awakening to the Ancient Elephant Song Adventure – Kenya

## TERMS & CONDITIONS

The terms of this agreement are intended to provide clarity for both parties should any problems arise from it. It is the intention of all parties that whatever the problem is it will be managed and negotiated in good faith. Both parties intend to resolve any problems in the highest conscience, honesty and good faith, working in partnership for the mutual benefit of one another. This term is not legally binding.

### **PLEASE NOTE: Empowering our Hearts...Awakening to the Ancient Elephant Song Adventure - Kenya**

The itinerary is not set in stone; it may change depending on a variety of matters including those beyond our control, adverse weather, the people and most importantly, the animals. It is offered as an authentic eco-educational and inspirational opportunity. Please observe that there are strict safety and security protocols in place regarding the experiences so please adhere to all the venue and safari specific restrictions.

### **Transferability**

Avatar Adventure Events are not transferable to another person without our prior consent or another date without at least 60 days notice in writing before adventure date initially booked on.

### **Cooling off period**

If you notify us, in writing and within 5 business days from the date of signing this form that you wish to cancel your attendance on the adventure, we will cancel your participation and refund any monies paid minus any related costs associated with the payment.

### **Cancellations**

If you decide to cancel your booking after the 5-business day's then refunds will be due to you as follows:

<b>Cancellation of Adventure</b>	<b>Adventure Refund</b>
90 days or more prior to adventure date	100% refund of a adventure donation/deposit *
60-90 day prior to adventure date	No refund of deposit but 100% refund of additional adventure payment already made
0-30 days prior to adventure date	No refund is possible

\*Any transfer or exchange costs will be charged for before refund.

All cancellations must be in writing and emailed to [tpeters@topspeakererevents.com](mailto:tpeters@topspeakererevents.com). Voicemail and verbal correspondence do not constitute written cancellation notice. Cancellation notice will be deemed to be the date on which the Top Speaker Events receives the written notification.

### **Refunds**

Should a refund be due to you, we will process it within 10 business days.

### **Payments**

The Adventure payment must be paid in full by the date listed on the Registration Form.

### **International Travel**

You are responsible for booking and paying for your international airfare to get to and from Kenya. Please make sure you arrive in good time, preferably on the 7<sup>th</sup> September as most flights come into Kenya in the late afternoon or evening, to rest and be ready for our adventure start date.

### **Travel Documents**

You are responsible for obtaining the appropriate visa based upon your own nationality and point of entry. Information on how to obtain the requirement permit can be found on your government travel websites.

### **Start Date**

You are responsible for arriving in Nairobi, Kenya by at least one day before the start date of the adventure, so that we can meet and join prior to adventure beginning. The Adventure organizers cannot be held responsible for your late arrival nor the impact this may have on your ability to join the schedule.

### **Included**

The Adventure Package includes all land transport, airport transfers within the destination of the adventure, accommodation as stated in the itinerary (or similar), breakfast, lunch and dinner as stated in the itinerary, excursions and entry into sites, adventure co-ordinator and experts delivering the content of the course material.

### **Travel Insurance**

You are responsible for ensuring you have in place adequate travel insurance for the entire duration of the Adventure. This should also take into account any activities you plan independent of the Adventure outside of the scheduled itinerary.

### **Inoculations**

You are responsible for ensuring that any inoculations necessary as part of the trip are obtained. This should follow internationally recommended advice for travel to Kenya, regardless of the locations and destinations stated in the itinerary.

### **Medical Issues**

You must advise the Adventure organizers in writing, at or prior to booking, of any physical, mental or emotional condition that may require professional attention during the trip or may require the use of special equipment. If you require a wheelchair, you must provide your own small, collapsible wheelchair. Certain features, and certain trips, are not wheelchair-accessible. We cannot guarantee any wheelchair assistance at all destinations. The Adventure organizer reserves the right to decline any Adventure participant whose condition, in our opinion, may affect the health, safety or enjoyment of other participants. Additionally, should an Adventure participant require or request medical attention during the trip, such attention will be provided by locally available health care officials and at locally available facilities. In such Adventures, the Adventure organizers will not be responsible for health service costs incurred nor the quality of medical care or medical services rendered.

### **Intellectual property**

All material relating to the Adventure for which you are enrolling whether presented during, before or after the Adventure, is subject to copyright and other intellectual property rights. The copyright in all such materials remains the property of their owners and may not be recorded, used or reproduced, without the permission of the content/copyright owner. You agree not, at any time, to do anything that would infringe the intellectual property rights in such materials.

### **Data Protection**

We will comply with the relevant Data Protection laws in storing and processing any personal information you provide us with, e.g., your name, e-mail address, telephone number, address and mobile number. By signing this Agreement, you agree that we can: 1) process your personal information for the purposes of this Agreement and 2) use your personal information to send you newsletters, publications and other information about us, our websites, our products or services or our Adventures. If you would prefer not to receive such information, please inform us of this by sending us an appropriate e-mail explaining this to: [tpeters@topspeakevents.com](mailto:tpeters@topspeakevents.com)

Nothing in this Agreement excludes or limits liability for: 1) fraud; 2) death or personal injury caused by negligence; or 3) any other liability which cannot be excluded or limited by applicable law. Subject to the foregoing,

- A. our entire liability (including without limitation any liability for the acts and omissions of our employees, agents or sub-contractors) in respect of any breach of our obligations arising under or in connection with this Agreement (whether in contract, tort, negligence, breach of statutory duty, restitution or otherwise) in respect of all and any loss or damage howsoever caused is limited to [110% of the total amount paid or payable in aggregate by you to us under this Agreement]; and
- B. we shall have no liability for any indirect or consequential losses, damages, costs or expenses; and
- C. we shall have no liability for a) loss of profits (whether actual or anticipated); b) loss of business; c) loss of reputation, d) loss of revenue; e) loss of anticipated savings; f) loss of opportunity; or g) loss of goodwill, arising from or in connection with this Agreement, whether or not such losses were reasonably foreseeable, or we or our employees, agents or sub-contractors were advised of the possibility of you incurring such losses.

### **Liability and Responsibility**

The Adventure organizers shall not be liable for any loss, injury, or damage to person or property, alteration of itineraries or cancellation in part or in full, caused by climatic conditions, sea fire, breakdown of machinery or equipment, acts of government or other authorities, wars whether or not declared, civil disturbances, strikes, riots, thefts, epidemics, quarantines, medical or customs regulations, terrorist activities, or any other actions, omissions or conditions beyond the Adventure organizers control. Neither the Adventure organizers nor any of its affiliates or subsidiaries shall be or become liable or responsible for any additional expenses of liability sustained or incurred by the tour member as a result of any of the aforementioned causes.

The owners, operators and charters of all vessels and transports, i.e. suppliers are independent of the Adventure organizers. Our relationship with these suppliers is that of an independent travel partner. The Adventure organizers makes no representations or warranties concerning the suppliers and we assume no liability for any acts or omissions of any supplier including, without limitation, those involving cancellation of tours/cruises, schedule changes, re-routings, delay, damage or loss of baggage, property damage, equipment failures, accidents, death or injuries to persons regardless of cause, whether or not any tours sold, services tendered or transportation provided is arranged through the Adventure organizers.

Accordingly, you will not have any right to claim or recover against the Adventure organizers as a consequence of any negligent or wilful act or failure to act of any suppliers or the condition or operation thereof. Notwithstanding anything herein to the contrary, the

liabilities and obligations of the suppliers to you, and your rights against the suppliers, are subject to any and all terms and conditions of the suppliers' contract of carriage and any and all governmental laws and regulations bearing upon or otherwise relating to such rights, liabilities and obligations, including, without limitation, choice of law, jurisdiction of disputes, limitations of liability and limitations on the time to file claims.

By utilizing the travel services of the suppliers, you agree that you will look to such suppliers for any accident, death, injury, property damage, or personal loss to you or to those travelling with you, and that neither The Adventure organizers nor any representative of The Adventure organizers shall have any liability whatsoever. No person, other than an authorized representative of The Adventure organizers by a document in writing, is authorized to vary, add or waive any term or condition herein, including any term or condition set forth in the preceding provisions.

The Adventure organizers itinerary includes activities that require care attention. You will receive help and advice from our representatives, but all activities are undertaken at your own risk. The Adventure organizers, its employees and agents cannot be responsible for any action or Adventure that occurs after its employees and agents have exercised their duty and taken the necessary care.

#### **Incident Reporting**

Any abnormal incidents including injuries, service problems, cancellation of a service or dissatisfaction must be reported to the Adventure organizers during the Adventure to allow us an opportunity to rectify the situation or provide assistance immediately. If you want to complain or claim for compensation, you must inform us by email, regular mail, or facsimile in writing within 10 days upon your finish of your tour. Please attach relevant receipts and substantiating evidence to the letter of claim. The Adventure organizers will not be liable for any claims made later than 10 days after you finish your tour.

#### **General**

This Agreement and our participation agreements and release forms (as signed by you from time to time) constitute the whole agreement and understanding between you and us and supersedes any prior understanding, communications, representations (except for fraudulent misrepresentations and misrepresentations as to a fundamental matter), undertakings and agreements (whether written, oral or otherwise) between you and us relating to the subject matter of this Agreement. You acknowledge that you have not entered into this Agreement based on any representation that is not expressly incorporated into this Agreement.

Should any part of this Agreement be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement will be unaffected and shall remain in full force and effect.

This Agreement may not be varied except with the written approval of one of our directors.

All terms, conditions and warranties implied by statute, common law or otherwise that are excludable are excluded from this Agreement to the fullest extent permitted by law.