

Uganda Travel Form and Waiver 2024

Welcome and thank you for your interest in traveling with Select Treks to Uganda, the "Pearl of Africa"!

Dates

The trip officially begins on arrival in Entebbe, Uganda on **November 11, 2024**, and ends with departure in Entebbe, Uganda on **November 20, 2024** or if going on the following extensions: the 3 day gorilla trek, the trip ends in Entebbe on **November 23, 2025**

The trip officially begins and ends in Uganda.

Our goal is to make your trip as meaningful and adventurous as we know you want it to be. To make certain that all of the arrangements for your trip are made in a timely manner, we ask that you review and complete the requests for information on the following documents, complete and sign them as indicated, and return completed documents with your deposit or full payment to Select Treks. Sign up will be on a first come, first serve basis. Final payment is due by **August 11, 2024**.

The following documents are included:

- **1.** Application for Booking
- 2. Medical Information Questionnaire
- 3. Booking Terms and Conditions
- 4. Waiver and Release of Liability

Please send your completed forms and a check payable to Select Treks for your deposit to:

Select Treks 5536 Loring Lane Golden Valley, MN 55422

We are available by email or phone to answer any questions and help you secure any documentation you will need for your trip. For questions and comments, please email <u>info@</u>selecttreks.com or call 612-432-4473.

Happy Travels,

Joanne Trangle CEO and Founder Select Treks



IMPORTANT

VALID PASSPORT AND VISA(S) AS INDICATED ARE NECESSARY FOR THIS TRIP.

You will need a visa for Uganda if you are an American citizen prior to departure which can be obtained before departure online at the <u>Ugandan Embassy</u>.

Your passport must be valid in order to participate. Please send a copy of the picture page of your current valid passport 15 days prior to departure. This is for your safety should you lose your passport or need to be evacuated. You will receive a visa approval letter which you bring with you and present at immigration upon arrival in Uganda. It can take 3 days -3 weeks for an approval letter.

IMPORTANT

Certain vaccinations may be required by in order to enter the country. (Yellow fever)

For your trip to Uganda, please check with your doctor or travel clinic.

Vaccinations are your responsibility. Proof of vaccinations are needed to enter many African countries. Failure to obtain vaccinations to enter the country will result in the forfeiture of your deposit and other funds as appropriate.

IMPORTANT

If you currently have travel cancellation and medical evacuation insurance, please submit proof 15 days prior to departure. This is required. This is not included in the cost of the trip. They are usually sold together. If you need to shop for insurance, there are several sites that compare travel insurance. One of those where you can find information is <u>Squaremouth</u>. <u>https://www.squaremouth.com/</u>



Trip Costs and Payment

At this time we understand that you are interested in and applying for booking. Please check your choices.

Base Trip, Hotel (11 days) Single supplement	\$3905 \$560
3 Day Gorilla Trek Single supplement	\$3960 \$395
TOTAL	\$
Deposit for trip due with submission of application	\$500
Deposit for gorilla permit due with submission of application	\$800
Final Balance Due for trip 90 days prior to departure or paid in full if there is less than 90 days prior to departure	\$

Please read our cancellation policy described in the Payments, Cancellations, and Refunds Section of our Application and Waiver.

A portion of your trip cost goes to our partner communities.



Application and Booking Form

1. PERS	SONAL AND CONTACT	INFORMATION:	
Family Na	me (As on Passport)		
First Name	e (As on Passport)		
	me or Initial (As on		
Date of Bi	rth		
Mailing ad		onth/Day)	
No.		City	Country
Postal Cod	le		
Home Pho Work Pho Cell Phone	ne		
			-
Please inclu		re page of your valid passport. t 2 months after the date of your return.	
			_
			_
Date and F	Place of Issue		



Date of Expiration _____

Remember to include the photocopy of the picture page of your valid passport.

3. EMERGENCY CONTACT INFORMATION

Primary Contact:	
Name of Contact	
Relationship	
Home Address	
Home Phone	
Cell Phone	
Alternate Contact	
Name of Contact	
Relationship _	 -
Home Address	
Home Phone	
Cell Phone	



MEDICAL INFORMATION QUESTIONNAIRE

Please complete, sign and return this medical questionnaire with your application for booking.

In order to do the best to ensure your health and safety as well as the health and safety of others with whom you will be traveling, please complete this questionnaire and submit it as part of your application. All medical answers are voluntary. Information will only be used in cases of emergency and used only if needed for any medical treatment. All your answers will be treated in the <u>strictest confidence</u>.

1.Your personal details*

Full name	
Date of birth	
Daytime Phone	
E-mail address	

* Please enter this information even though you may have entered it earlier in the application process.

2.Please give details below if there are any medical conditions we should know about that may affect your travel.

3. Do you require any prescription medications on a regular basis?

Yes		No	
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4. If yes, please give details below:

Health Insurance policy information: (Required)

 Name of Insurer_____

 Telephone #_____

 Policy #_____

Group #_____



Booking Terms and Conditions

Select Treks

Booking Terms and Conditions

These are the Terms and Conditions that will apply to your Booking. Please read them carefully as you will be bound by them. These Terms shall constitute the entire agreement between Select Treks (the Company) and the individual(s) wishing to participate in a trip, tour, program or adventure (Booking) offered by the Company (Client(s)) relating to the subject matter herein, and shall constitute a binding agreement. There is no verbal or written; representation, warranty, prior agreement, or description of services, other than as expressed herein. By booking a trip, you agree to be bound by these Terms and Conditions that govern the relationship, the cancellation policy and limitations of liability. These Terms and Conditions affect your rights and designate the governing law and forum for the resolution of any and all disputes.

1. THE CONTRACT

All persons wishing to make a Booking have carefully read and understand the Terms and Conditions that follow. By making a Booking with the Company you accept on behalf of yourself and all those named on the Booking including minors to be bound by these Terms and Conditions.

A Booking is accepted and becomes definite only from the date when the Company sends a confirmation letter or email acknowledging receipt of a signed Application for Booking, the required Deposit as indicated for a particular trip and a signed Waiver of Liability. It is at this point that a Contract between the Company and the Client comes into existence.

All person(s) named on the booking are hereafter referred to as the "Client" and references to Client shall be to all those so named.

2. MEDICAL

(a)_ Medical Information Form

(i)All Clients are obligated to review and complete the Medical Information Form, as it relates to their trip. Any questions in relation to the Client's physical or mental suitability for a trip must be reviewed by their medical practitioner for approval. The Company cannot offer advise of a medical nature.

(iii) A Medical Information Form must be submitted along with the Application for Booking for each Client. If the Company in its sole discretion chooses to reject a Client's Application for medical reasons contained on the Medical Information form, it will refund the deposit for that particular individual within 30 days of receipt of the Application for Booking and Medical Form.

(b) Medical Conditions and Special Requirements

The Client must notify the Company in writing during the process of booking of any medical conditions, pregnancy, disability or any other mental and or physical condition which may affect fitness to travel and or any medical condition. Failure to notify the Company may result in the Client being refused travel. Failure to notify the Company of any such condition that results in cancellation will have full cancellation fees to the Client. Some trips may be unsuitable for Clients due to age, mobility, disability, pregnancy or physical or mental conditions. It is the Client's responsibility to check prior to booking. The Company is not required to provide any special facilities unless it has agreed to do so in writing. The Company will do its best to meet Clients special requests including dietary, but such requests do not form part of the Contract and therefore the Company is not liable for not



providing these requests. Medical facilities vary from country to country and the Company makes no representations and gives no warranties in relation to the standard of such treatment.

(c) Traveling with Children

The minimum age for Clients traveling on tours is 5 years old. All inquiries with respect to children are subject to review and approval by the Company that reserves the right to restrict the number of travelers under the age of 18 on tours. If the adult accompanying the child is not the child's parent or parents then a "Parental Consent Guardianship Form" must be signed (or other documents provided as requested by the Company) by the parent or legal guardian and received by the Company prior to departure

3. PAYMENT

(a) Deposits :

At the time the Client submits an Application for a Booking, a deposit of \$500 per individual traveling as a result of that Application for Booking must be paid unless the Application is made prior 90 days or earlier before the date of departure to arrive at the destination for the Booking, in which case full payment is required.

(b) Further and Final Payment;

The Company must confirm acceptance of the Client's Booking in writing by sending a Confirmation of Booking letter or email to the Client. Payment of the balance of the tour price, which may be required to be paid in a series of payments, must be made in full no later than 45 days prior to departure for arrival at the destination for the Booking's. If full payment is not received by the due date, then rates and tour space cannot be guaranteed and cancellation fees may result. If a Booking is made 45 days or less before the departure date of the first service booked then the full amount is payable at the time the booking is confirmed. If final payment is not received by the date indicated in the Confirmation of Booking letter or email sent by the Company to the Client upon acceptance of the Application for Booking, then Company reserves the right to treat the Client's booking as cancelled

4. CANCELLATION POLICY

(a) Cancellation by Client

If the Client notifies Company that they wish to cancel a Booking for which the client has sent in a signed Application for Booking and Waiver of Liability together with a deposit as required then the following cancellation fees apply;

i) Cancellation after acceptance by Company of Application and written notice to Client of such acceptance: Loss of deposit if less than 90 days before date of arrival in country where booking will take place.

ii) Cancellation 90 to 61 days before date of arrival in country where Booking will take place: 50% of cost of services booked will be refunded.

iii) Cancellation 60 to 31 days before date of arrival in country where Booking will take place: 25% of cost of services booked will be refunded

(iv) Cancellation 30 days or less before date of arrival in country where Booking will take place : No funds will be refunded.

(v) Gorilla permits are non-refundable.

(b) Cancellation by Company

The Company reserves the right to cancel any trip for any reason, but will not cancel a tour less than 60 days before departure except for Force Majeure, unusual or unforeseen circumstances outside the Company's control When a tour is cancelled by the Company before the agreed date of departure for any

reason other than the fault of the Client, the Client will receive a full refund of any and all funds paid by the



Client to the Company and the Company is liable to refund those funds only. Any other expenses paid by the Client in connection with the Booking remain the sole responsibility of the Client.

5. UNUSED SERVICES

There will be no discounts or monies refunded for missed or unused services, this includes voluntary or involuntary termination/departure from tour, i.e. sickness, death of a family member etc, late arrival on the tour, or premature departure either voluntarily or involuntarily.

6. CHANGES AND FLEXIBILITY

The Client understands and acknowledges the nature of this type of travel requires considerable flexibility and should allow for reasonable alterations by the Company. It is understood that the route, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events, which may include sickness or mechanical breakdown, flight cancellations, strikes, events emanating from political disputes, entry or border difficulties, extreme weather and other unpredictable or unforeseeable circumstances or any other reason whatsoever.

While the Company will endeavor to operate all experiences as advertised, reasonable changes in the itinerary may be made where deemed necessary or advisable by the Company. If the Company makes a major change the Company will inform the Client as soon as reasonably possible if there is sufficient time before departure. The definition of a major change is deemed to be a change affecting at least one in three full tour days of the itinerary. If the major change is due to force majeure or unforeseen circumstances no compensation is payable. Some changes to the itinerary may happen on tour as a result of unforeseen circumstances or local situations. Any changes made to alter the itinerary as a result will be made with full authority of the Company or an authorized representative of the Company and any direct or indirect cost incurred as a result will be the responsibility of the Client.

Where the Company has to make a major change to the Client's holiday before departure in these circumstances the Company will notify the Client as quickly as possible so that the Client can take the decision: (i) whether to withdraw from the Booking and receive a full refund of all deposits and other payments made directly to the Company to date; or

(ii) to accept the change and proceed with the holiday.

The Company's liability in the event of a major change is limited to the monies paid directly to the Company by the Client directly and not to the recovery from the Company of any other costs associated with the Booking.

8..AIRFARE

Any Booking with the Company does not include international airfare or any other flights unless specifically mentioned in the description of a Booking and further confirmed in writing by the Company with the Application for Booking. It is the Client's responsibility to arrange air travel from the Client's point of departure to the starting point, at the given day and time, of the Booking. Client understands that failure to arrive at the point of departure for the Booking will result in either cancellation of the Booking with no refund or the requirement that the Client pay additional funds to join a trip, tour, program or adventure in progress. If the arrival of the client is late due to unforeseen circumstances, such as bad weather or flight cancellations, the Company will attempt to pick up the client at the airport and transport them to join the group. Extra transport charges may apply.

9. ACCEPTANCE OF RISK AND RESPONSIBILITY

The Client acknowledges that the nature of the tour is adventurous and may involve a significant amount of personal risk. The Client hereby assumes all such risk and does hereby release the Company from all claims and causes of action arising from any damages or injuries or death resulting from these inherent risks. With the submission of a Client's Application for Booking, the Client is required to sign a Waiver and Release of Liability form. Ån Application for Booking submitted without a signed Waiver and Release of Liability will not be accepted.



The Client acknowledges he or she will be visiting places where the political, cultural and geographical attributes present certain risks, dangers and physical challenges greater than those present in his or her daily lives. By booking travel with the Company, the Client acknowledges she or he has considered the potential risks, dangers and challenges, and expressly assumes the risks attendant to such travel conditions. The Client is solely responsible for acquainting themselves with customs, weather conditions, physical challenges and laws in effect at each stop along the itinerary, and are encouraged to locate or make contact prior to embarkation with his/her local embassy or consulate in each destination. The client voluntary assumes any and all risks and responsibilities for damages, losses, and express incurred as a result of participating on trip. These risks may be caused in whole or in part by client's own actions or inactions, the actions or inactions of others participating in the trip, or the acts, inaction or negligence of the Released Parties defined below.

10. COMPLIANCE WITH THE LAW

The Client must at all times strictly comply with the laws, customs, foreign exchange and drug regulations of all countries visited. Should the Client fail to comply with the above or commit any illegal act when on the tour or, the Company may terminate that Client's travel arrangements without any liability on the Company's part and the Client will not be entitled to any refund for unused or missed services or costs incurred resulting from the termination of the travel arrangements.

11. TRAVEL DOCUMENTS

(a) The Client must be in possession of a valid passport required for entry, departure and travel through each destination point along the itinerary of the tour, (passport must be valid 6 months past the return date), all visas, permits and certificates including vaccination certificates, insurance policies, required for the whole of the journey. The Client accepts full responsibility for obtaining all such documents, visas and permits prior to the start of the tour, and is solely responsible for any adverse consequences resulting from missing or defective documentation. Any information or advice given by the Company regarding visas, vaccinations, climate, clothing, baggage, special equipment, etc. is purely advisory, provided as a courtesy to the Client, and the Company is not responsible for any errors or omissions as to the information provided by third parties such as the appropriate governmental authorities.

12. FACTORS OUTSIDE THE COMPANY'S CONTROL (FORCE MAJEURE)

The Company shall not be liable in any way to the Client for death, bodily injury, illness, damage, delay or other loss or detriment to person or property, or financial costs both direct and indirect incurred, or for the Company's failure to commence, perform and/ or complete any duty owed to the Client if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or detriment to person or property is caused by Act of God, war or war like operations, mechanical breakdowns, terrorist activities or threat thereof, civil commotions, labor difficulties, interference by authorities, political disturbance, howsoever and where so ever any of the same may arise or be caused, riot, insurrection and government restraint, fire, extreme weather or any other cause whatsoever beyond the reasonable control of the Company the consequences of which could not have been avoided even if all due care had been exercised; or an event which the Company or the supplier of services, even with all due care, could not foresee.

13. INSURANCE

It is mandatory that all Clients obtain travel insurance with a minimum medical coverage of US\$250,000 while traveling with the Company and this insurance must cover personal injury, medical expenses, repatriation expenses, and evacuation expenses. Clients must be able to provide proof of Insurance purchase and adequate coverage as per the required amounts **15 days** prior to departure from the Client's place of departure for the Company's Booking. The company is not responsible for any medical costs incurred by the client. Coverage must include cancellation, curtailment, and all other expenses that might arise as a result of loss, damage, injury, delay or inconvenience occurring to the Client. The Company shall have no liability for loss, theft of or damage to baggage or personal effects. Personal belongings lost or stolen while unattended by the client in public lounges or other public areas, whether on board a vessel, train, bus, or other mode of transportation, publicly owned or



operated by the Company or elsewhere, are not reimbursable. Losses due to ordinary wear and tear, and other acts of God are not reimbursable. The Company cannot accept responsibility for and in no event shall be liable for loss or damage of valuables or other articles left in or on facilities used by the Company such as hotels, homestays, vessels, expedition vehicles, or any other mode of transportation. The Client acknowledges that the cost of the tour does not include insurance, unless noted in the agreement, and that the Client is required to obtain separate coverage at an additional cost.

14. LIABILITY

The Company is not responsible for any improper or non-performance of any services forming part of the Contract which are wholly attributable to the fault of the passenger, the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of any services to be provided under the Contract; unusual and unforeseeable circumstances beyond the control of the Company and/or the relevant supplier, the consequences of which could not have been avoided even if all due care had been exercised including (but not limited to) an event of force majeure; or any event which the Company and/or the relevant supplier could not even with all due care have foreseen or forestalled. In the event that the Company is responsible for any death, injury or illness caused by the negligent acts and/or omissions of its suppliers of services which form part of the Contract then the Company limits its liability, where applicable by the International Conventions. Any and all disputes must be made in the state of Minnesota.

15. SUPPLIERS AND INDEPENDENT CONTRACTORS

Hotels, shuttle services or other elements of a Package will be arranged by the Company with local suppliers, who may themselves engage the services of local operators and/or sub-contractors. The Company will at all times endeavor to appoint reputable and competent local suppliers. The liability of the Company will not extend to the use of such suppliers and any claim for liability in the case of a local contractor will be with them and not the Company. Local laws and regulations of the relevant country will be relevant in assessing performance of the services of any supplier. The Company is not liable for independent contractors.

16. SEVERABILITY

I expressly agree that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Minnesota and that if any of its provisions are held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect.

17. APPLICABLE LAW

This Contract together with its Terms and Conditions and including all matters arising from it are subject to laws of the United States and the exclusive jurisdiction will be the State of Minnesota..

18. PRIVACY POLICY

The Company will provide personal information, as well as any personal information provided in relation to persons whose travel arrangements have been requested by the Client, to suppliers and carriers to enable the operation of the services requested or to law enforcement as required by any jurisdiction to which the Client travels with the Company. The Company will otherwise do all reasonably possible to protect the personal information of a Client.

19. IMAGES AND MARKETING

The Client agrees that during the tour images, photos or videos may be taken by other travelers and/or the Company Staff that may contain the Client in part or in whole. The Client agrees that these images may be reproduced by the Company and the Client grants perpetual, royalty-free, worldwide, irrevocable license to reproduce such images, photos or video in any medium for promotion and publicity purposes.



WAIVER AND RELEASE OF LIABILITY

Booking: Uganda Travel 2024

Dates: The trip begins on arrival in Uganda on November 11, 2024 and ends with departure from

Uganda on November 20, 2024 for base trip and November 23, 2025 for gorilla trek add-on.

(Dates do not include international flight time)

I, (<u>PRINT NAME</u>), understand that traveling with Select Treks for the above captioned Booking may involve risks above and beyond those encountered on a more conventional holiday, and that I am undertaking an adventure trip with inherent dangers. I understand I am traveling to geographical areas where, amongst other things, the standard of accommodation, transport, safety, hygiene, cleanliness, medical facilities, telecommunications and infrastructure development may not be of the standard I am used to at home or would find on conventional holiday. I have read and understood the information provided by Select Treks to me regarding this trip I am undertaking and I have provided details of any pre- existing medical conditions that may affect my travel. I accept these risks and obligations and I fully assume the risks of travel.

In consideration of being permitted to participate in any way in Select November 2024 tour, hereinafter called "tour", I agree, for myself, my heirs, administrators, personal representatives, and/or assigns, that I do hereby release, hold harmless, and discharge Select Treks, its officers, and employees, agents and others acting on its behalf (hereinafter collectively referred to as "ASSOCIATES"), of and from all claims, demands, causes of action and legal liability, whether the same be known or unknown, anticipated or unanticipated, due to Select Treks and/or its ASSOCIATES' ordinary negligence; and I do further agree that, except in the event of Select Treks and/or its ASSOCIATES' gross negligence and willful and wanton misconduct, I shall not bring any claims, demands, legal actions and causes of action, against Select Treks and/or its ASSOCIATES as stated above in this clause, for any economic and/or non-economic losses due to bodily injury, death, and/or property damage sustained by me and/or my minor children and/or legal wards, if any, arising from, but not limited to, participation in the tour.

Indemnification and Hold Harmless: I also agree to INDEMNIFY AND HOLD Select Treks HARMLESS from any and all claims, actions, suits, procedures, costs (including but not limited to any medical treatment secured on my behalf), expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in the tour and to reimburse them for any such expense incurred.

Further, I understand that during my trip there may be opportunities to undertake activities, which do not form part of the itinerary. I understand Select Treks makes no representations about the safety or quality of the activity, or the standard of any independent operator running said activity. I also understand Select Treks is in no way responsible for my safety should I elect to enter into such optional activities. With full knowledge of the above, I may still elect to partake in the activity, and if I do so, I assume full responsibility for any risks involved, and this Waiver and Release along with the Releases set out in the foregoing paragraph shall apply to such optional activities."

Hotels, shuttle services or other elements of a Booking will be arranged by the Company with local suppliers, who may themselves engage the services of local operators and/or sub-contractors. Standards of hygiene, accommodation and transport in some countries where excursions take place are often lower than comparable standards than what the Client may reasonably expect at home. The Company will at all times endeavor to appoint reputable and competent local suppliers. The terms and conditions of the suppliers will be applicable and are expressly incorporated into the Contract. These may limit or exclude liability of the supplier. The liability of the Company will not exceed that of any supplier. Local laws and regulations of the relevant country will be relevant in assessing performance of the services of any supplier. In the event of a complaint by a Client, this Contract will be regarded as having been performed if local laws and regulations relating to those services have been satisfied,



even if the laws of the US have not been met.

I have read and accepted the terms and conditions.

Name:_____

Signature:			
Date:			

(If under the age of 18, a parent or guardian must sign below.)

Signature:_____ Date:_____