

# 2010 TERMS & CONDITIONS



## 2010 HUNTING SAFARI TERMS & CONDITIONS

— Please Sign and Return to Legendary Adventures —

**THESE "TERMS AND CONDITIONS" GOVERN YOUR RIGHTS AND OBLIGATIONS RELATING TO YOUR SAFARI. PLEASE READ CAREFULLY AS THESE TERMS AND CONDITIONS CONTAIN IMPORTANT INFORMATION REGARDING YOUR SAFARI.**

### 1. RESERVATIONS & PAYMENT

- 1.1 Subject to availability, reservations can be made by contacting Legendary Adventures, Inc., hereinafter referred to as the "Company," or through a booking agent chosen by you. The term "client" is used herein to refer to you and/or other hunters, participants, companions and/or observers on a safari. The term "Safari Group" refers to all hunters, participants, companions and/or observers on your safari.
- 1.2 Safaris are booked and confirmed by the Company only upon written acknowledgment of receipt by the Company of the following:
- (i) A deposit of thirty percent (30%) of the total safari cost for you and each member of your Safari Group (the "Deposit");
  - (ii) A separate Release of Liability and Assumption of Risk form (in the form attached hereto as **Exhibit B** ("Adult Release")) signed by you and each adult member of your Safari Group;
  - (iii) If applicable, a separate Parent/Guardian Release of Liability form (in the form attached hereto as **Exhibit C** ("Minor Release")) signed by each of the appropriate Parent(s)/Guardian(s) and listing all children under the age of 18 accompanying each appropriate Parent(s)/Guardian(s) in your Safari Group; and,
  - (iv) A separate set of Terms and Conditions signed by you and each adult – member of your Safari Group. If minors are accompanying you on your safari, the Terms and Conditions must list all such minors.

Company shall have no obligations regarding your reservation until the Deposit is paid and all required documentation is executed and delivered to Company. **If you return the Deposit without the executed Terms and Conditions, Release of Liability and Assumption of the Risk forms, and, if applicable, Parent/Guardian Release of Liability forms, your safari will not be booked or confirmed by the Company until all required documentation is executed and delivered to Company.** Upon Company's written acknowledgment of receipt of the Deposit and required documentation, your reservation will be booked and confirmed, subject to availability. Once the Company confirms your reservation, the Outfitter (as defined in these Terms and Conditions) makes substantial financial commitments for your safari. Your Deposit is the security for

these commitments and will be forfeited, in whole or in part, in accordance with Section 2 below in the event of a cancellation by you or any member of your Safari Group or a change to the dates of your reservation by you or any member of your Safari Group.

- 1.3 All reservations made by Company are non-transferable. Any attempted transfer of a reservation is void.
- 1.4 The balance of your safari cost is due no later than ninety (90) days before the start of your safari ("Safari Payment Due Date"). Subject to Section 2 below, if the balance of your safari cost is not received on or before the Safari Payment Due Date, the Company shall be entitled to treat your reservation as cancelled.
- 1.5 Any reservation made within ninety (90) days of the commencement of a safari may be accepted provided space is available, payment in full is received at the time of booking, and all required documentation is executed and delivered before departure. The Company reserves the right to accept or reject any safari booking during this time frame in its sole discretion.

### 2. CANCELLATIONS & REFUNDS

- 2.1 Any cancellation of a reservation must be in writing and shall only be effective upon its acknowledged receipt by the Company. Any change to the dates of a reservation will be treated as a cancellation and the cancellation fees below in this Section 2.1 shall apply. You acknowledge and agree that any cancellation or change to the dates of a reservation by you or any member of your Safari Group could result in an increase to the total safari cost for the remaining members of your Safari Group. All safaris are subject to cancellation fees as follows:
- (i) For each cancellation that is acknowledged in writing by Company three hundred sixty-six (366) or more days prior to the start of a safari, a cancellation fee of \$5,000.00 (United States Dollars "USD") will be assessed for each client that cancels (these cancellation fees referred to herein as the "Minimum Cancellation Fees"). The Company will retain the Minimum Cancellation Fees from the Deposits made by you or other members of your Safari Group.
  - (ii) For each cancellation that is acknowledged in writing by Company more than two hundred seventy (270) days prior to the start of your safari but less than three

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- hundred sixty six (366) days, in addition to the Minimum Cancellations Fees, the Company will retain fifteen percent (15%) of your total safari cost from the Deposit as additional cancellation fees.
- (iii) For each cancellation that is acknowledged in writing by Company more than ninety (90) days prior to the start of your safari but less than two hundred seventy one (271) days, in addition to the Minimum Cancellation Fees, the Company will retain the full deposit of thirty percent (i.e., thirty percent (30%)) of your safari costs as additional cancellation fees.
  - (iv) For each cancellation that is acknowledged in writing by Company less than ninety (90) days prior to the start of your safari, you will be charged for the total costs of your safari as cancellation fees and no refunds will be made.
  - (v) You acknowledge and agree that in any instance above where the total amounts received by the Company for your safari are not sufficient to pay the applicable cancellation fees in full, you will pay the Company any deficiency within ten (10) days after receipt of written notice of such deficiency from the Company.
  - (vi) The Company will refund any Deposit monies in excess of the total cancellation fees assessed for your Safari Group.
- 2.2 If you are a "no show" (i.e., fail to be at the designated location at the designated time and date for the commencement of a safari), the Company shall be entitled to treat your reservation as cancelled and you will be charged the total costs of your safari as cancellation fees and no refunds will be made.
- 2.3 Any request to change the number of hunters and/or participants in your Safari Group must be in writing and the Company's agreement thereto shall be at its sole discretion. As a condition to any such agreement by the Company, the Company may, at its discretion, charge an administration fee, in addition to all other increases in rates and charges associated with the change, which shall be presented to you in writing and which is payable no later than seven (7) days after such written notification. If at any time prior to departure or during a safari a change occurs in the number of participants or hunters in your Safari Group, the safari quote or invoice (as applicable) will be revised to reflect these variations based on the Company's published rate schedule in effect at that time and will be subject to the cancellation charges in Paragraph 2.1 when applicable. By way of example, if your safari is changed by decreasing the number of hunters and/or participants in your Safari Group, cancellation fees will apply as set forth in Paragraph 2.1 for the hunter/participant no longer participating, and the costs for the remaining members for your Safari Group may increase pursuant to the Company's published rate schedules.
- 2.4 No refunds are given for: (i) lost travel time or substitution of facilities, areas, professional hunters or guides, camps and dates, (ii) itineraries amended after departure, (iii) circumstances arising beyond the Company's control,

necessitating that alternative arrangements be made to ensure the safety and/or further participation and enjoyment of your safari, (iv) if you do not appear for any accommodations, service, sightseeing or safari segment without notifying the Company, (v) if you leave your safari after it has begun, or otherwise miss any scheduled sightseeing, activities or accommodations, (vi) failure to collect any specie that you may have sought to collect while on safari, or (vii) rescheduling the area in which you hunt in order to make quota available for your safari. In addition, if you end your safari early, for any reason, any and all additional nights of lodging fees incurred as a result of the early termination of your safari will be charged at standard rates.

## 3. FOR YOUR INFORMATION

- 3.1 The Company is not a safari outfitter. The Company purchases outfitting services from independent suppliers of such services who are not subject to the Company's control ("Outfitter(s)"). The Company also purchases ground and air transportation, hotel accommodations, restaurant services and other miscellaneous services (together with the services provided by the Outfitters, the "Services") from various independent suppliers (together with the Outfitters, the "Suppliers") that are also not subject to the Company's control. YOU ACKNOWLEDGE AND AGREE THAT IN NO EVENT SHALL THE COMPANY BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY DEATHS, PERSONAL INJURY, PROPERTY DAMAGE OR LOSS, OR ANY OTHER LOSS THAT MAY OCCUR AS A RESULT OF THE SERVICES PROVIDED BY THESE SUPPLIERS OR BY REASON OF ANY OTHER EVENT OVER WHICH THE COMPANY HAS NO CONTROL.
- 3.2 The Services are provided by the Suppliers subject to the terms and conditions set forth in the tickets, orders, vouchers or other similar documentation ("Supplier Contracts") that may be issued by the Suppliers in connection with their respective Services. The Supplier Contracts used by the Suppliers, when issued, shall constitute the sole contract between the Suppliers and you regarding Services.
- 3.3 The Company and/or the Outfitter, as applicable, reserves the right to cancel any itinerary, or any part of it, to make such alterations in the itinerary as it deems necessary or desirable, to refuse to accept or to retain any person as a member of a Safari Group, at any time in its sole discretion, and to pass on to members of a Safari Group any expenditure occasioned by delays or events beyond its control. In case of any appreciable variation in its costs, the Company reserves the right to adjust its rates.
- 3.4 Air transfers in Tanzania are contracted for, by the local Outfitter with local carriers. Typically, the transfers are not private for your Safari Group only, and the Company does not control the rates, number of passengers or routing.
- 3.5 Except as provided below in this Section 3.5, the local Outfitters pack the safari trophies and deliver the safari trophies to the local shipping carriers to be shipped. Safari trophies are only shipped once your invoice has been paid

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in full. Without limiting the foregoing in this Section 3, you acknowledge and agree that safari trophies are not the responsibility of the Company and that the Company shall have no liability related to the provision of such trophies including, without limitation, no liability relating to the shipment of your trophies, import/export requirements and/or air freight charges. You further acknowledge and agree that the Outfitters shall have no liability for your safari trophies once the trophies are delivered to the local shipping carriers. The Supplier Contracts shall govern, without limitation, any and all trophy fees, increases in trophy fees, arrangements related to payment of trophy fees, and/or any and all problems or defects with the trophies. Trophy fees are subject to change at any time based on an increase in the per trophy fee charged by the government of the country where your safari will take place, and/or an increase or decrease in the total trophy fees as a result of a change in the number and/or species of trophies taken. You acknowledge that you are aware that the Outfitters do not prepare, pack, ship or provide any other services related to bird trophies (except ostrich).

## 4. RISKS & RELEASES

- 4.1 There are certain inherent risks involved in participating in a safari. You acknowledge and agree that your participation in a safari is at your own risk.
- 4.2 You acknowledge and agree that it is your responsibility to seek all appropriate independent medical advice prior to departure as to whether you are fit enough to undertake the safari(s) that you have booked.
- 4.3 By accepting these Terms and Conditions, you acknowledge and agree that adventure travel such as a safari, whether in civilized or remote areas, by plane, train, auto, boat, horseback, other conveyance, or on foot, involves inherent dangerous risks of illness, injury, death or loss and damage of property, which may be caused by negligence of others, forces of nature, and other causes known or unknown. You recognize that such risks may be present at any time before, during, and after a safari.
- 4.4 You acknowledge and agree that your participation on a safari with the Company is conditioned upon, among other things, the signing of the Adult Release attached hereto as Exhibit B, and, if applicable, the signing of the Minor Release attached hereto as Exhibit C.

## 5. FORCE MAJEURE

- 5.1 "Force Majeure" means, in relation to the Company, any circumstances beyond the reasonable control of the Company (including, without limitation, acts of God, explosion, flood, tempest, fire or accident, war or threat of war, terrorist attacks, sabotage, insurrection, civil disturbance or unrest, or requisition, sickness, quarantine, government intervention or hindrance of any kind (including changes in laws, rules and regulations), weather conditions or other untoward occurrences). For the purposes of this Agreement with you, a Force Majeure event may also include a situation where

government concessions for safaris once made available to the Company are no longer made available to the Company.

- 5.2 If the Company is affected by Force Majeure, it shall notify you within a reasonable time period of the nature and extent of the Force Majeure.
- 5.3 The Company shall not be in breach of these Terms and Conditions or otherwise be liable to you because of a delay in performance, or non-performance, of any of its obligations hereunder arising in connection with any Force Majeure.
- 5.4 If the Company is affected by Force Majeure it shall be entitled to, and may in its sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to a safari. Payment of any refund by the Company to you as a result of the non-performance of any of the Company's obligations hereunder shall be at the Company's sole and absolute discretion. In all cases, if the Company has elected to provide a refund under such circumstances, the Company shall deduct from any refund, the reasonable actual and potential costs to the Company of the Force Majeure, as determined by the Company in its sole and absolute discretion.
- 5.5 In all circumstances where a Force Majeure event has occurred, once the Company has investigated the prevailing situation, as it deems fit, it shall remain in the Company's sole and absolute discretion whether to proceed with your safari. If the Company decides that your safari may proceed, and you choose to cancel your safari, then no refund will be payable to you and the provisions of Paragraph 2.1 shall apply.
- 5.6 Without limiting the other provisions of this Section 5, you acknowledge and agree that you are aware that travel warnings and advisories are issued on occasion for the country in which your safari is booked. You further acknowledge and agree that the issuance of a travel warning or advisory does not give rise to an automatic right of cancellation. If a travel warning or advisory is issued prior to the start of your safari or during your safari, the Company will investigate the situation giving rise to the warning or advisory and will make a determination as to whether to proceed with your safari consistent with Paragraph 5.5 above. If the Company decides your safari may proceed, and you choose to cancel your safari, no refund will be payable to you and the provisions of Paragraph 2.1 shall apply.

## 6. INSURANCE

The Company strongly recommends that you obtain the following types of insurance, which are commercially available:

- Accidental death and disability
- Loss of personal effects
- Emergency medical evacuation
- Major Medical
- Trip cancellation

By accepting these Terms and Conditions, you acknowledge that the Company does not typically provide these types of insurance to you or arrange them for your benefit, that the Company has no

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obligation to provide these types of insurance for you, that the costs of these insurances are not included in your safari costs payable to the Company unless expressly so stated on your quote or invoice, and that it is your responsibility to provide for these coverages if you want to have them. In some instances, the Company may provide you with information regarding, or referrals to, providers of these various types of insurance. By accepting these Terms and Conditions, you acknowledge and agree that the Company is not liable to you as a result of the services provided to you by these providers, or for their failure to provide services to you, or otherwise. This release of liability applies regardless of whether the Company has referred providers to you, arranged coverage on your behalf, or otherwise.

## 7. SURCHARGES & GRATUITIES

- 7.1 Although the Company hopes that it will not need to levy surcharges, it reserves the right to do so if this becomes necessary. The Company will endeavor to notify you in writing as soon as it is aware of any likely surcharge, and you must pay the amount of such surcharge no later than fourteen (14) days after written notification has been received. If the surcharge is not paid within such time, the Company may consider such non-payment as an act of cancellation on your part and the provisions of Paragraph 2.1 shall apply. Any refund made by the Company shall be in its sole and absolute discretion. For the purposes of this provision, surcharges may include, but are not limited to, additional costs levied by the government on safaris of your type, additional costs incurred by Suppliers as a result of new taxes, government charges, trophy fees, and the like.
- 7.2 Gratuities for professional hunters, professional guides and camp staff in Tanzania are not required but always welcome and appreciated, and in most instances serve as an important supplemental income source. Gratuities for professional hunters and professional guides can be handled directly between you and your professional hunter or guide. As camp staff are employees of the Outfitters and gratuities for camp staff are subject to taxation by the Tanzanian Revenue Authority, the Outfitters cannot allow direct payment of gratuities to members of your camp staff. If you wish to provide a gratuity for your camp staff, please give it to the Outfitter at the end of your safari. At the end of the season, any and all gratuities received by the Outfitter will be pooled and equitably distributed to camp staff members based on rank and seniority.

## 8. CONDITIONS OF BOOKING; DISPUTES

You agree that you and any minors that are traveling with you shall comply at all times with the instructions of the Company's representatives and the representatives of the Suppliers. If you have any cause for complaint while traveling, you must immediately bring it to the attention of the Outfitter, and/or the professional hunter or guide assigned to your safari, whichever is practical at the time of the incident that gives rise to the complaint. Either or both of these parties will attempt to resolve the situation and will contact the Company when necessary to do so. While the Outfitter, professional hunter or guide, or the Company, as applicable, will use reasonable efforts to address your complaint in a manner acceptable to you, the Outfitter, the professional hunter or guide and/or the Company

reserve the right to resolve the dispute in their sole discretion. No client shall be accepted or be permitted to continue on a safari while their status of mental or physical condition is, in the sole opinion of any representative of the Company, the Outfitter or the professional hunter or guide assigned to your safari, such as to render them incapable of caring for themselves or make themselves objectionable to any representative of the Company, the Outfitter, the professional hunter or guide assigned to your safari, or other clients, or if a client becomes a hazard to themselves or others. You acknowledge and agree that the Company will not be responsible for expenses by such persons precluded from completing a safari for any of these reasons.

## 9. CARRIAGE BY LAND, SEA & AIR

Carriage by land, sea and air is subject to the terms and conditions of the carrier with whom you travel and to international conventions, some of which may limit liability. Land, sea and air travel are also subject to operational decisions of carriers and air and sea ports which may result in cancellations, delays or diversions, over which the Company has no control and for which the Company accepts no liability whatsoever.

## 10. BAGGAGE & PERSONAL BELONGINGS

Lost or stolen baggage and/or any personal belongings (including cash) are the responsibility of you and/or your carrier. Personal belongings including valuables such as cash cannot be stored or secured in camps or elsewhere during your safari. You acknowledge and agree that the Company and the Outfitters shall have no liability for baggage and/or personal belongings (including cash) which are lost or stolen during your safari.

## 11. TRAVEL DOCUMENTS & VACCINATIONS

It is your responsibility to ensure that passports, visas, travel permits, health certificates, inoculations, or other documentation required for a safari are obtained, submitted as appropriate, and are in order. You are responsible for any additional costs incurred either by yourself (or cost incurred by the Company on your behalf) due to failure to comply with such requirements.

## 12. SPECIAL REQUESTS

You must advise the Company in writing of any special requests (e.g. diet or facility) you, or minors traveling with you, may have when you submit your reservation to the Company. While the Company typically attempts to meet any such reasonable requests, the Company determines, in its sole discretion, which requests that the Company will accommodate. If the Company elects to accommodate your special requests, the Company may incur procurement costs in fulfilling those requests and, in that event, such procurement costs will be charged to your account.

## 13. INFORMATION IN MARKETING MATERIALS

The Company uses commercially reasonable efforts to verify that information provided in marketing brochures and any advertisements or newsletters ("Marketing Materials") published by the Company is

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correct at the time it is published; however, the Marketing Materials are not part of your agreement with the Company and the Company reserves the right to update and/or revise any information provided in the Marketing Materials at any time and without notice. The photographs reproduced and information provided in Marketing Materials depict typical scenes experienced and details on each destination, but the subject matter may not necessarily be seen or experienced while visiting that destination.

## 14. PHOTOGRAPHY

The Company reserves the right without further notice to make use of any photography or film taken of you, of minors traveling with you, or of any other aspects of your safari by the Outfitter or any other Suppliers for general purposes without payment to you and without your permission. If you make photographs of your own available to the Company, the Company reserves the right to make use of such photos. By providing such photographs to the Company, you grant the Company a perpetual, fully paid, non-exclusive, irrevocable license to copy and use such photographs in the Company's Marketing Materials or otherwise.

## 15. BOOKING AGENTS

The following provisions in this Section 15 shall apply only if you use a booking agent to reserve your safari.

- 15.1 Your booking agent is responsible for making timely deposits and other payments to the Company for your safari. Any default in making such timely payments by your booking agent will result in cancellation by the Company of the booking agent's reservation for your safari. You acknowledge and agree that your booking agent is not an agent for the Company or the Suppliers, for the purposes of receipt of monies or otherwise, and that the Company has no liability to you for refunds or other amounts paid by you to your booking agent.
- 15.2 We are very proud of our relationship with booking agents throughout the world. To facilitate the reservation process for you, the Company requests each booking agent to provide its customers with thorough communications pertaining to their booking. Your agent has been provided with a list of recommended responsibilities to assist and inform you on matters such as required documentation, payment schedules and cancellation policies. We encourage each booking agent to assist you to the best of his/her ability in providing answers and information pertaining to your booking.

15.3 When you choose to book your safari with the Company through a booking agent, the booking agent is solely responsible for communicating and delivering all terms and conditions and relevant correspondence about your safari to you. This includes, but is not limited to:

- (i) All travel and hunting dates
- (ii) Rates
- (iii) Trophy and government fees, and any increases thereof
- (iv) Species
- (v) Areas
- (vi) Professional hunters and guides
- (vii) Photographic extensions
- (viii) Air transfers and ground transportation
- (ix) Hotels
- (x) Medical evacuation services

15.4 Booking agents are responsible for the timely remittance of payments to the Company pursuant to Paragraph 1 and other applicable provisions of this Agreement. Any default in making such timely payments will result in cancellation or penalties as specified in Paragraph 2.1.

15.5 Booking agents represent you, not the Company. Booking agents are independent contractors and are not agents of the Company. You acknowledge and agree that the Company is not liable for the acts or omissions of booking agents.

## 16. MINORS

If applicable, by signing these Terms and Conditions, you certify that you are a parent or guardian of the minor(s) listed below and that you have read this entire document and fully understand its contents. In consideration of the minor's(s') right to participate in a safari, and the activities, services, and food arranged for such minor(s) by the Company, you agree, on behalf of yourself and any such minor(s) to these Terms and Conditions. Further, you agree not to claim the unenforceability of these Terms and Conditions. You agree that the foregoing obligations shall be binding upon you personally, as well as upon your heirs, assigns, executors and administrators, and members of your family.

Name of Minors	Age(s)
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

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## 17. REQUESTED SPECIES QUOTA ALLOCATION

The Outfitters will strive to provide you with a reasonable opportunity to hunt your desired species within the applicable hunting concessions. The Outfitters have the right to change your designated hunting area at any time in order to provide you with an opportunity to hunt certain species.

Please indicated your requested species below. Note, we do not hunt elephant.

You will be allowed to hunt only the species that you request on the chart below. If you request additional species after making your initial requests below, such additional requested species will be subject to availability. If you fail to request your preferred species by filling out the chart below, we will not be able to allocate your preferred species when you book your safari. Therefore, all species will be subject to availability and availability will not be known until you start your hunt.

Priority	Species	Government Trophy	Anti-Poaching & Community	Total Trophy	Safari License			Species Availability					
					Duration (Days)			Maswa	Ugalla	Kizigo/ Muhesi	Monduli	Natron	Moyowosi
					10	16	21 & 28						
	Baboon	\$110	\$90	\$200	•	•	•	Y	Y	Y	Y	Y	Y
	Buffalo 1st	\$1,900	\$200	\$2,100	•	•	•	Y	Y	Y	Y	Y	Y
	Buffalo 2nd	\$1,900	\$450	\$2,350		•	•	Y	Y	Y	Y	Y	Y
	Buffalo 3rd	\$1,900	\$700	\$2,600			•		Y	Y	Y		Y
	Bushbuck - East African	\$600	\$200	\$800		•	•	Y	Y	Y	Y		Y
	Bushpig	\$420	\$80	\$500	•	•	•	Y	Y	Y	Y	Y	Y
	Cat - Civet	\$200	\$100	\$300		•	•	Y	Y	Y	Y	Y	Y
	Cat - Genet	\$250	\$100	\$350			•	Y	Y	Y	Y	Y	Y
	Cat - Serval	\$300	\$100	\$400		•	•	Y	Y	Y	Y	Y	Y
	Cat - Wild	\$250	\$100	\$350		•	•	Y	Y	Y	Y	Y	
	Crocodile	\$1,700	\$600	\$2,300		•	•		Y				Y
	Dik Dik	\$250	\$100	\$350		•	•	Y	Y	Y	Y	Y	
	Duiker - Common	\$280	\$120	\$400			•	Y	Y	Y	Y		Y
	Duiker - Red	\$280	\$320	\$600			•				Y		
	Eland - East African & Patterson	\$1,700	\$800	\$2,500			•	Y	Y	Y	Y	Y	Y
	Gazelle - Grant's	\$450	\$150	\$600	•	•	•				Y	Y	
	Gazelle - Robert's	\$450	\$350	\$800			•	Y					
	Gazelle - Thomson's	\$500	\$100	\$600	•	•	•	Y			Y	Y	
	Gerenuk - Southern	\$2,500	\$1,000	\$3,500			•				Y	Y	
	Grysbok - Sharpe's	\$350	\$100	\$450		•	•		Y				
	Hartebeest - Coke's	\$650	\$250	\$900	•	•	•	Y				Y	
	Hartebeest - Lichtenstein's	\$650	\$150	\$800	•	•	•		Y	Y			Y
	Hippopotamus	\$1,500	\$600	\$2,100			•		Y	Y			Y
	Hyena - Spotted	\$550	\$150	\$700		•	•	Y	Y	Y	Y	Y	Y
	Impala	\$390	\$260	\$650	•	•	•	Y	Y	Y	Y	Y	
	Jackal	\$250	\$100	\$350		•	•	Y	Y	Y	Y	Y	Y
	Klipspringer	\$1,200	\$300	\$1,500			•	Y	Y	Y	Y	Y	
	Kudu - Greater	\$2,200	\$600	\$2,800			•	Y	Y	Y		Y	
	Kudu - Lesser	\$2,600	\$900	\$3,500			•			Y	Y	Y	
	Leopard	\$3,500	\$2,000	\$5,500			•	Y	Y	Y	Y	Y	Y
	Lion	\$4,900	\$2,600	\$7,500			•	Y	Y	Y		Y	Y
	Oribi	\$250	\$100	\$350		•	•		Y	Y			Y
	Oryx - Fringed-Eared	\$2,800	\$700	\$3,500			•				Y	Y	
	Ostrich	\$1,200	\$100	\$1,300			•	Y			Y	Y	
	Porcupine	\$150	\$100	\$250			•	Y	Y	Y	Y	Y	Y
	Ratel (Honeybadger)	\$300	\$100	\$400			•	Y	Y	Y	Y	Y	Y
	Reedbuck - Bohor	\$450	\$150	\$600		•	•	Y	Y				Y
	Reedbuck - Mountain	\$450	\$350	\$800		•	•				Y	Y	
	Reedbuck - Southern	\$450	\$150	\$600		•	•		Y				Y
	Roan Antelope	\$2,550	\$950	\$3,500			•	Y	Y	Y			Y
	Sable Antelope	\$2,550	\$950	\$3,500			•		Y	Y			Y
	Sitatunga	\$2,000	\$1,500	\$3,500			•						Y
	Steinbuck	\$250	\$100	\$350		•	•	Y		Y	Y	Y	
	Suni	\$160	\$140	\$300		•	•				Y		
	Topi	\$800	\$200	\$1,000	•	•	•	Y	Y				Y
	Warthog	\$450	\$100	\$550	•	•	•	Y	Y	Y			Y
	Waterbuck - Common / Defassa	\$800	\$400	\$1,200		•	•	Y	Y	Y			Y
	Wildebeest - White-bearded	\$650	\$150	\$800	•	•	•	Y			Y	Y	
	Zebra	\$1,200	\$100	\$1,300	•	•	•	Y		Y	Y	Y	Y
	Birds - Large	\$30	\$5	\$35	•	•	•	Y	Y	Y	Y	Y	Y
	Birds - Small	\$20	\$5	\$25	•	•	•	Y	Y	Y	Y	Y	Y

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## 18. ENTIRE AGREEMENT; GENERAL TERMS; THIRD-PARTY BENEFICIARIES

These Terms and Conditions (which include the Sustainable Resource Management and Hunters Ethics set forth in **Exhibit A** hereto which is hereby incorporated by reference as if fully set forth herein), the Adult Release and, if applicable, the Minor Release (the "Agreement") set forth the entire agreement between the Company and you. All prior representations and agreements between the Company and you are hereby cancelled and this Agreement is intended to and shall supersede and replace any and all prior agreements whether written or oral. No alteration to this Agreement may be made by any of the Company's employees, authorized representatives or agents, unless in writing by an authorized officer of the Company. An authorized officer of the Company shall make all decisions on matters subject to the Company's discretion. This Agreement shall be governed by the laws of the State of Texas (without regard to its conflict of laws doctrine). **Suit to enforce any provision of this Agreement or to obtain any remedy with respect hereto shall be brought exclusively in the applicable state or federal courts of Harris County, Texas.** You may not assign this Agreement or any rights obtained hereunder without the prior written approval of the Company and such approval may be withheld by the Company in its sole discretion. If any term or

provision of this Agreement shall for any reason be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein. Failure to enforce any of the terms or conditions of this Agreement shall not be deemed a waiver of any of the rights and privileges that a party has under this Agreement, nor should a waiver in one case constitute a waiver with respect to a later breach whether of a similar nature or otherwise. You acknowledge and agree that you may not alter the Agreement under any circumstances. Notwithstanding anything to the contrary in this Agreement, the Suppliers are third party beneficiaries of this Agreement. Except for the Suppliers, no other party is a third party beneficiary of this Agreement. These Terms and Conditions shall remain valid and in force until such time as these Terms and Conditions are revoked in writing by either Company or you by delivering written notice of such revocation to the other party at the address for such party stated in these Terms and Conditions. Any revocation of these Terms and Conditions shall apply on a going forward basis only and shall not affect any reservations in effect prior to revocation of the safari(s) conducted pursuant to such reservations, which reservations and safari(s) will be subject to and governed by these Terms and

By signing these Terms and Conditions, you certify that you have read and agree with these Term and Conditions in their entirety, and fully understand and agree to the contents and terms and conditions herein. You further expressly agree that you are aware that all hunting safaris are "fair chase" and as such, no guarantees as to number or species of animals taken are given by the Company and/or the Outfitters.

### Agreed and Accepted:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

### Witness:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

### Address for Notices to you:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Address for Notices to:

**Legendary Adventures, Inc.**  
10777 Westheimer Road, Suite 1060  
Houston, Texas 77042  
Attn: Janice Schramm  
Fax: 713-580-7110



Wengert  
Windrose  
Safaris<sup>SM</sup>



## SUSTAINABLE RESOURCE MANAGEMENT & HUNTERS ETHICS

The Company is committed to providing a superlative "fair chase" hunting experience. The "fair chase" philosophy is generally described as the ethical, sportsmanlike, and lawful pursuit of free-ranging wild game animals in a manner that does not give the hunter an improper or unfair advantage over the animal. As such, there is no assurance of certainty as to the success of your safari when success is measured in terms of the number or species of animals taken. Success varies greatly species to species, safari to safari, season to season and hunter to hunter. Unpredictable factors that play on success are many and include, but are not limited to, the time of season, the ability and fitness of the hunter; the availability of food and water; climatic changes, migratory patterns, human influences such as poaching, bush fires, drought conditions and old fashioned luck. We believe it is important that both our clients and the Outfitters' professional hunters subscribe to this same "fair chase" philosophy and are proud of the way in which hunts are conducted measuring the success of any safari by the quality and the thrill of the chase, the unique atmosphere of the African bush, and the people, animals, sights, smells and sounds that you encounter while in Tanzania. You will need to be reasonably fit, capable of carrying your own firearm for extended periods and willing to walk to seek your intended trophy. You will be hunting aged male specimens only, and we ask that you accept the judgment of your professional hunter when it comes to trophy quality. We endeavor to provide you opportunities to shoot top quality trophies in a fair and sportsmanlike manner. To quote the late Honorable Mwalimu J.K. Nyerere "The survival of our wildlife is a matter of grave concern to all of us in Africa. These wild creatures amid the wild places they inhabit are not only important as a source of wonder and inspiration but are an integral part of our natural resources and of our livelihood and well being." Our Company has made a strong commitment to work only with Outfitters in Tanzania who operate with a high level of respect for the natural resources entrusted to them. As professional hunters exercising judgment in the field, and as clients interested in meaningful field experiences, everyone must collectively share the responsibility of being custodians of nature's gift to mankind. Everyone must also share the responsibility of upholding and promoting the ethics of sport hunting and the laws of Tanzania. To accomplish this,

the local Outfitters will focus on utilizing precious resources in a manner that does not negatively impact the sustainability and natural replenishment of animals and habitat. An animal should be harvested only when it is determined by the professional hunter that it can be collected humanely and without detrimental impact to the sustainability of the wildlife population. Your professional hunter will make judgments in the field that take into consideration many factors that contribute to the overall success of the safaris they conduct, as well as the long term viability of the local Outfitters.

### *The Wildlife Conservation Act, 1974 No. 12 1974 specifically states:*

1. No chasing or driving of animals by vehicles. No hunting of any animals from any mechanically propelled vehicle or within 200 meters of such vehicle except when hunting birds in water.
2. No baiting or hunting within 500 meters of permanent water, waterhole or salt lick, except for hippo, sitatunga, waterbuck, crocodile and birds.
3. No hunting within 2 kilometers of a National Park boundary.
4. No animal shall be hunted except under and in accordance with a valid game license. No animal shall be shot for camp meat or for any other reason except for tourist hunting and all animals shot shall be recorded on the game license.
5. No hunting during the hours of darkness between sunset and sunrise.
6. No hunting females that are obviously pregnant or with young at foot.
7. No overshooting of quotas set by the government.
8. To respect individual hunting areas, private land, Game Reserve and National Park boundaries.
9. All Professional Hunters are required to read and abide by the Wildlife Conservation Act 1974 and the Wildlife Regulations of 2000 and 2002.
10. Professional Hunters shall take all necessary measurements of the animals shot and fill the space provided for on the hunting permit or any other forms as may be determined by the director of the local outfitter.

# 2010 SUSTAINABLE RESOURCE MANAGEMENT

## Exhibit A

*The Company has a primary interest in ensuring the safety of its clients, working with the local Outfitters to uphold the laws of Tanzania, and providing our clients with an excellent safari experience. We therefore advise you of these additional regulations which you will be asked to follow while on safari:*

1. Clients' firearms must be unloaded while onboard any vehicle.
2. No hunting of any description or sighting of rifles within one kilometer of any camp.
3. There should be minimum waste of the meat of trophy animals and where possible, meat should be distributed to the local people.
4. Proper effort must be made to track and follow all wounded animals.
5. The professional hunter is responsible for interpreting, implementing and observing all Tanzanian laws and the Company's policies. At no time should the professional hunter be pressured to deviate from the laws of Tanzania or the Company's policies.
6. Only aged animals can be collected, irrespective of whether they are to be used as bait or retained as a trophy. Professional hunters are responsible for making this determination.

## RESTRICTIONS

### *Specific restrictions on hunting lion and leopard*

1. No hunting of immature or female leopard and lion. Only male animals may be hunted.
2. No male lion in a pride with dependent young or with pregnant females may be hunted.
3. In the event that a female or immature leopard or lion is shot, be this deliberate or accidental, you will be required to pay double the published game fee. Under no circumstance will any such trophy be exported from Tanzania.

### *Observers wishing to hunt*

Any person wishing to hunt an animal or bird must upgrade to hunting client status or purchase a companion hunt. Non-hunting observers may not shoot animals on a hunting client's license.

We hope you have a wonderful safari and good hunting.

# 2010 RELEASE OF LIABILITY & ASSUMPTION OF RISK

## Exhibit B

### RELEASE OF LIABILITY AND ASSUMPTION OF RISK FORM

**THIS AGREEMENT CONTAINS PROVISIONS WHEREBY YOU SURRENDER CERTAIN LEGAL RIGHTS.  
PLEASE READ CAREFULLY**

I understand that I am required to read carefully and sign this Release of Liability and Assumption of Risk Form (the "Release") before Legendary Adventures, Inc. ("LAI") can accept a deposit confirming my reservation. I understand that LAI may assist or advise me with pertinent information regarding passports, visas, and international health requirements, but I agree that it is my responsibility to ensure that passports, visas, travel permits, health certificates, inoculations, or other required documentation are obtained, current, and in order. LAI recommends that I obtain the following types of insurance, which I understand are commercially available:

Accidental Death and Disability – Major Medical – Trip Cancellation – Emergency Medical Evacuation – Loss of Personal Effects

I am aware that adventure travel, whether in civilized or remote areas, by plane, train, auto, boat, horseback, other conveyance, or on foot, involves inherent dangerous risks of illness, injury, death or loss and damage of property, which may be caused by the negligence of others, forces of nature, and other causes known or unknown. I recognize that such risk may be present at any time before, during, and after the trip(s). I also recognize that LAI purchases outfitting services, transportation services, hotel accommodations and lodging, restaurant services and other services from various independent contractors and suppliers that are not subject to its control. I acknowledge and agree that in no event shall LAI be liable for any death, personal injury, property damage or other loss that may occur due to any act or omission of any such contractor or supplier. I am also aware that medical services or facilities may not be readily available during the time I am participating in the trip(s).

By signing this Release, I certify that I have read this entire document and fully understand its content and the type of risks inherent in such trips. In consideration of, and as partial payment for the right to participate in the trip(s), and the activities, services, and food arranged for me by LAI, I ("Releasor"), agree on behalf of myself and any minors accompanying me to release, INDEMNIFY, hold harmless and defend LAI, and its respective officers, owners, employees, agents, associates, outfitters, contractors, service providers and/or suppliers ("Releasees"), for any accidents, claims, losses, damages or liabilities, including death, disability, injury, loss or damage to Releasor or Releasor's property, which might occur during the activities of the trip(s), INCLUDING, WITHOUT LIMITATION, THOSE LOSSES ARISING OUT OF THE JOINT OR CONCURRENT, ACTIVE OR PASSIVE, NEGLIGENCE, WRONGFUL ACTS, OMISSIONS AND/OR STRICT LIABILITY OF RELEASEES.

I EXPRESSLY ASSUME ANY AND ALL SUCH RISKS with respect to the activities and circumstances including but not limited to those described herein, and pledge not to sue Releasees on account of any such losses, claims, costs, liabilities, injuries or damages. Further, I agree not to claim the unenforceability of this Release. This Release shall remain valid and in force until such time as this Release is revoked in writing by either LAI or Releasor by delivering written notice of such revocation to the other party at the address for such party stated in this Release. Any revocation of this Release shall apply on a going forward basis only and shall not be effective for any safari reservations in effect prior to revocation or the safari(s) conducted pursuant to such reservations. I agree that the foregoing obligations shall be binding upon me personally, as well as upon my heirs, assigns, executors and administrators, and members of my family, and shall also be binding upon any minors accompanying me. By signing this Release, I agree to the terms and conditions set forth above in this Release.

**Releasor:**

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

**Witness:**

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

Each parent and/or guardian of a minor participating in the trip(s) must execute and deliver a separate Parent/Guardian Release for Minors ("Minor Release") before LAI can accept a deposit confirming such minor's reservation.

# 2010 PARENT/GUARDIAN RELEASE FOR MINORS

Exhibit C

## PARENT/GUARDIAN RELEASE OF LIABILITY FORM FOR MINORS (Children under the Age of 18)

**THIS AGREEMENT CONTAINS PROVISIONS WHEREBY YOU SURRENDER CERTAIN LEGAL RIGHTS.  
PLEASE READ CAREFULLY**

I understand that I am required to read carefully and sign this Parent/Guardian Release Form For Minors (the "Release") before Legendary Adventures, Inc. ("LAI") can accept a deposit confirming the reservation of the minor(s) listed below. I understand that LAI may assist or advise me and/or such minor(s) with pertinent information regarding passports, visas, and international health requirements, but I agree that it is my responsibility to ensure that passports, visas, travel permits, health certificates, inoculations, or other required documentation are obtained, current, and in order. LAI recommends that I obtain on the behalf of such minor(s) the following types of insurance, which I understand are commercially available:

Accidental Death and Disability – Major Medical – Trip Cancellation – Emergency Medical Evacuation – Loss of Personal Effects

I am aware that adventure travel, whether in civilized or remote areas, by plane, train, auto, boat, horseback, other conveyance, or on foot, involves inherent dangerous risks of illness, injury, death or loss and damage of property, which may be caused by the negligence of others, forces of nature, and other causes known or unknown. I recognize that such risk may be present at any time before, during, and after the trip(s). I also recognize that LAI purchases outfitting services, transportation services, hotel accommodations and lodging, restaurant services and other services from various independent contractors and suppliers that are not subject to its control. I acknowledge and agree that in no event shall LAI be liable for any death, personal injury, property damage or other loss that may occur due to any act or omission of any such contractor or supplier. I am also aware that medical services or facilities may not be readily available during the time the minor(s) participate(s) in the trip(s).

By signing this Release, I certify that I am a parent or guardian of the minor(s) listed below and that I have read this entire document and fully understand its contents and the type of risks inherent in adventure travel trips. In consideration of the minor's(s)' right to participate in the trip(s), and the activities, services, and food arranged for such minor(s) by LAI, I ("Releasor") agree, on behalf of myself and any such minor(s), to release, INDEMNIFY, hold harmless and defend LAI, and its respective officers, owners, employees, agents, associates, outfitters, contractors, service providers and/or suppliers ("Releasees"), for any accidents, claims, losses, damages or liabilities, including death, disability, injury, loss or damage to Releasor, Releasor's property, the minor(s) or the minor's(s)' property, which might occur during the activities of the trip(s), INCLUDING, WITHOUT LIMITATION, THOSE LOSSES ARISING OUT OF THE JOINT OR CONCURRENT, ACTIVE OR PASSIVE, NEGLIGENCE, WRONGFUL ACTS, OMISSIONS AND/OR STRICT LIABILITY OF RELEASEES.

I EXPRESSLY ASSUME, FOR MYSELF AND ON BEHALF OF SUCH MINOR(S), ANY AND ALL SUCH RISKS with respect to the activities and circumstances including but not limited to those described herein, and pledge not to sue Releasees on account of any such losses, claims, costs, liabilities, injuries or damages. Further, I agree not to claim the unenforceability of this Release. This Release shall remain valid and in force until such time as this Release is revoked in writing by either LAI or Releasor by delivering written notice of such revocation to the other party at the address for such party stated in this Release. Any revocation of this Release shall apply on a going forward basis only and shall not be effective for any safari reservations in effect prior to revocation or the safari(s) conducted pursuant to such reservations. I agree that the foregoing obligations shall be binding upon me personally, as well as upon my heirs, assigns, executors and administrators, and members of my family. By signing this Release, I agree to the terms and conditions set forth above in this Release.

Name of Minors	Age(s)
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

Continued on page 12

# 2010 PARENT/GUARDIAN RELEASE FOR MINORS

## Exhibit C

Each parent and/or guardian of a minor participating in the trip(s) must execute and deliver a separate Parent/Guardian Release for Minors ("Minor Release") before LAI can accept a deposit confirming such minor's reservation.

**Releasor:**

By:

\_\_\_\_\_  
Signature\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Address\_\_\_\_\_  
Date\_\_\_\_\_  
Relation to Minor(s)**Witness:**

By:

\_\_\_\_\_  
Signature\_\_\_\_\_  
Printed Name\_\_\_\_\_  
Address\_\_\_\_\_  
Date