



Ticket No.

P.O. Box 524-00502, Nairobi, Kenya Date of Flight.....

(‘The Company’) Camp or Lodge.....

Agent.....

Ticket for flight with The Company incorporating Booking Conditions, Release, Assumption of Risk Waiver

PASSENGER NAME \_\_\_\_\_ Adult/Child (delete as necessary)

(PLEASE PRINT CLEARLY)

**Release, Assumption of Risk & Waiver**

In Consideration of the Company now accepting me as a passenger I AGREE that the Conditions of this Ticket as printed overleaf shall apply to my flight. I have read these conditions and confirm that I am bound by them.

I am also aware that participation in the flight contains inherent risks of illness, death, or loss of or damage to personal property whether caused by wild animals, forces of nature or acts of God. I recognise that risks may be present at any time during the flight experience, and I am also aware that medical facilities may not be readily available and that such as are available may not always be of the highest standards.

Now in consideration and as part payment for my participating in the flight organised by the Company, I AGREE on behalf of myself, my personal representatives and of any minors accompanying me, to RELEASE the Company from and not hold the Company liable for the consequences of any personal injury (fatal or otherwise), accidents, claims losses and loss of or damage to personal property which might occur. I expressly ASSUME any and all risks with respect to the flight and I WAIVE all rights to sue the Company on account of any injury, accident, claim, loss liability or damage. I further agree not to claim the unenforceability of this Release, Assumption of Risk and Waiver. I understand that I will receive a verbal pre-flight briefing by the Pilot in English, and should my native tongue not be English that pre-flight briefing cards in a selection of international languages will be made available to me. I will be responsible for reading and understanding the Pre-Flight briefing card and if there is anything I do not understand I will be responsible for asking the Pilot to clarify any misunderstandings prior to boarding the balloon for the flight. I also understand that I will be required to demonstrate my understanding of the 'Landing Position' to the pilot's satisfaction prior to take-off.

I further acknowledge that if the Company is required to pay evacuation, medical, accommodation and other expenses on my behalf, if these are recoverable from my own insurances, I am liable to reimburse the Company for such expenses.

I declare that I will not take weapons, sharp objects, hazardous or combustible items or pressurized canisters on board the balloon either carried in person or in my luggage and that I have personally packed and checked my luggage.

Signature of Passenger.....

On behalf of self and..... (Name of any accompanying minors)

In the presence of: Signature of Witness.....Print Name.....

Passengers are reminded that they must present this signed ticket when checking in for their flight. Thank You

## Terms & Conditions

1. Flight' shall include transportation in the Company's vehicles to and from the balloon, as necessary as, well as the actual flight in the balloon.

### 2. Liability

a) The Company is insured as required by Kenya law and with limited liability (details of which are available on request), against claims arising from injuries sustained by passengers during the flight. The Company also takes out insurance with African Medical Research Foundation (AMREF) to cover in part of the costs of emergency medical evacuation to Nairobi. Liability in all cases is governed by the Laws of Kenya only, and all claims are subject to the jurisdiction of the courts of Kenya.

b) The Company may employ sub-contractors to undertake some or all the components of the flight. The provisions of clause (a) above and of the Release, Assumption of Risk and Waiver shall apply equally to such sub-contractors and their services. All travel arrangements and other services provided by any sub-contractor are also subject to the booking and other conditions relating to the provision of arrangements and services by such sub-contractor.

c) While every reasonable precaution is taken to ensure the safety of passengers and their property, neither the Company nor any of its employees, agents and independent sub-contractors is liable beyond the statutory requirements of Kenya law for any such personal injury to Passengers or loss of or damage to their property however caused during the flight; nor can the Company be held liable for any loss or damage arising through errors or omissions contained in brochures or other publicity material, or for loss caused to Passengers through late bookings, cancellations or delays.

d) The Conditions of the Ticket shall continue to apply notwithstanding any event, act, default, negligence or neglect of the Company, its staff, agents, servants, or representatives which may be construed as a fundamental breach of this contract.

### 3. Fitness

Each Passenger acknowledges that he or she knows the Flight can sometimes be physically demanding and that having been made aware of the minimum physical requirements at the pre-flight briefing; he or she has judged themselves sufficiently fit. It is not recommended to fly if there is any chance you could be pregnant, if you have recently undergone surgery or if you suffer from any severe neck or back problems.

### 4. Age Limits

Whilst there is no upper age limit for ballooning a degree of fitness and agility is required as detailed in (3) above. Children should be a minimum of 8 (eight) years of age and be a minimum of 1.2 meters tall OR as per the discretion of the Pilot In Command. All Children under the age of 16 years should be accompanied by a responsible adult during the flight.

### 5. Authority of the Pilot

Each Passenger agrees to accept the authority of the Pilot at all times during the flight and the Company reserves the right to cancel the flight or terminate at any time. The Pilot has the right to refuse carriage to any Passenger who he/she deems not to be sufficiently fit or who could be a danger to themselves, the balloon or other passengers or crew. Passengers under the influence of alcohol or drugs will be refused carriage.

### 6. Duration of Flight and what you will see

Pilots will endeavour to fly for approximately one hour. However, if it is necessary to land earlier, the Passenger acknowledges he or she will not be entitled to a refund unless the flight is less than thirty minutes in which case half the

cost of the flight will be refunded. (N.B. If you have booked your flight through an agent you must apply to that agent for any monies to be refunded). The Company can in no way be held responsible for the variety and/or number of game animals viewed during the Flight.

#### 7. Governing Law

This Ticket and the conditions attached to it shall be construed in accordance with and governed by the Laws of Kenya