

# Indagare

How You Travel Matters

## INDAGARE x AD Cape Town INSIDERTRIP ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

### Description of Indagare x AD Cape Town Insider Trip:

Indagare Travel, Inc. ("Indagare") has organized a private trip for a small group to South Africa, Cape Town from March 15th to 20th, 2020 and has used its professional judgment in selecting guides, hotels, restaurants, sightseeing destinations, and many different cultural and other activities (hereinafter the "Indagare Insider Trip").

### Payment Schedule:

Full payment for the trip is required with the reservation application and is non-refundable. The registration form requires the participant's agreement to the trip's Terms & Conditions. All prices quoted are based on a minimum of 12 paying passengers, prevailing fuel prices, airfares, and currency exchange rates in effect at the time of brochure printing *and are subject to change without notice.*

### Price:

Double Occupancy: \$8,555 per person  
Single Occupancy: \$10,575 per person

### Inclusions:

- Accommodation: 5 nights' at Belmond Mount Nelson in Deluxe Room
- Airport Transfer and organized group transfers to all activities
- All Activities and tour lead by expert guide
- Meals: daily breakfast, four (4) lunches and three (3) dinners

### Exclusions:

- Airfare
- Travel Insurance
- Gratuities
- All additional expenses of personal nature

### Refund:

No refunds will be made for travel or travel related services booked and then not used. As stated above, no amounts paid will be refunded if you cancel your travel plans.

### Itineraries:

Itineraries are subject to change without notice due to, for example, circumstances outside of Indagare Travel's control.

### Cancellations:

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Indagare Travel must strictly adhere to its cancellation policy to offset costs incurred prior to the commencement of The Program, which may include but are not limited to: advance payments to land operators; communication expenses; development and the loss of time that might have permitted resale of reserved space. NOTE: Indagare Travel shall not be liable for any airline cancellation penalties incurred by the purchase of a non-refundable ticket. In the case of a cancellation due to shortage of participants, Indagare Travel will attempt to notify all participants at least 45 days prior to departure. However, Indagare reserves the right to cancel The Program prior to departure for any reason and, in such case, reimbursement of refundable costs of the trip by Indagare Travel shall constitute full settlement with the participant. Upon trip payment to Indagare Travel, the participant agrees to be bound by the above terms and conditions.

### **Insurance:**

Trip cancellation / emergency medical evacuation / baggage / accident and sickness insurance protection is strongly recommended. Cancellation penalties are strictly enforced. Indagare can provide an insurance quote at the time of booking. Participants may select any insurer of their choice.

### **Travel Documentation:**

It is your responsibility to obtain and pay for all the necessary documentation before traveling (visas, passport, tourist card or any other travel documentation required.) Indagare Travel is not responsible if you or any member in your party does not have all the necessary documentation and therefore cannot enter the country on arrival. Indagare strongly recommends that you and each traveler have passports that are valid beyond 6 months of travel dates as many countries require this. Indagare Travel also strongly recommends that you check with the Embassy or Consulate in your home country before traveling.

### **Not included in tour rates:**

Costs of obtaining passports; visas; excess baggage charges; items of purely personal nature, such as drinks, laundry, communication (calls, faxes, emails etc.); international airport departure tax (to be paid in US dollars or acceptable foreign currencies); excursions or deviations from any itinerary or program.

### **Medical Issues:**

It is responsibility of every traveler to meet with his or her doctor at least 8 weeks prior to travel to obtain any necessary vaccines or medications. Indagare Travel strongly recommends that you check with the Centers for Disease Control and Prevention for up-to-date, destination specific information related to food and water safety, infectious diseases, and other concerns.

### **Health:**

This is an active program and all participants must be in good health. This program involves extensive walking. Any condition that may require assistance or special medical attention must be reported at the time of your reservation.

### **Assumption of Risk:**

I am aware of and acknowledge that there risks of injury, illness, death and property damage inherent to traveling and specifically to traveling in South Africa. I acknowledge that I am fully aware of U.S. Department of State safety and security information and destinations [Travel Advisory Level](#). I am also that all such risks may result from, among other causes, the active or passive negligence of Indagare and its employees, owners, operators, officers, independent contractors, representatives and agents (hereinafter collectively referred to as the "Releasees"). I am voluntarily allowing myself to engage in all of the activities that are planned or that may

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be offered on this Indagare Insider Trip with knowledge that the risk of injury, illness, death or property damage, and other associated risks, and assume any and all known and unknown risks of injury, illness, death and property damage that may result from my participation in the Indagare Insider Trip and all of its activities. I further assume all risks associated with my participation on the Indagare Insider Trip including, without limitation, the risk of any negligence or recklessness or failure to act, by me or by other participants or other individuals or parties, and the risk of injury caused by the condition of any property, facilities or transportation used during the Indagare Insider Trip. I agree to waive, renounce and release, on behalf of myself, my heirs and my estate, any claim I may have against the Releasees alleged to be caused by such negligent or reckless actions, or failure to act, or the condition of any property, facilities or transportation used by the Releasees.

## **Release of Liability:**

I, voluntarily and without reservation, and realizing the full legal significance of my action, hereby waive, renounce and release, on behalf of myself, my heirs and my estate, all claims or whatever nature against the Releasees, including but not limited to claims of any injury, illness, loss, damage, accident, delay, irregularity or expense caused by strikes, war or acts of terrorism, weather, sickness, quarantine, government restrictions, or arising from any act or omission of any airline, bus company, hotel or tour operator in connection with the above-referenced Indagare Insider Trip. Further, I accept personal responsibility for any injury (including personal injury, disability or death), illness, damage, loss, claim, liability or expense, of any kind or nature that I or my property may suffer and I agree to release the Releasees from any and all liability arising from any such risks.

## **Indemnification and Hold Harmless:**

I expressly understand that Indagare is providing only limited chaperones or supervision with respect to this Indagare Insider Trip and that I am responsible for my individual conduct, health and safety at all times. I agree to defend, indemnify and hold harmless Indagare and the Releasees for all demands, costs, losses, expenses, claims, recoveries, judgments and liabilities (including attorneys' fees) of any nature arising out of, or in consequence of, my acts, words, conduct, etc. in any way connected with my participation on the Indagare Insider Trip including, but not limited to, damage to property, any injuries or death sustained by any person(s), including myself.

## **Choice of Law, Binding Agreement, Enforceability:**

I agree that this agreement shall be governed by the laws of the State of New York, that any lawsuit related to the terms of this agreement must be filed in New York, New York, and that I shall submit to said jurisdiction and waive any objection to venue. I agree that this agreement is a legally binding agreement and it is my intent that it be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I agree that any provisions found to be void or unenforceable shall not affect the validity or enforceability of any other provisions and the remainder of the agreement shall remain in full force and effect and shall in no way be impaired.

## **Photography on the trips:**

I grant Indagare permission to take photographs or film recordings of me as a participant on Indagare trips for promotional and commercial use, without remuneration now or in the future. I agree to assign all right, title, and interest I may have in or to any such media in which my name or likeness might be used to Indagare. I agree that Indagare may use any testimonials regarding the trip for promotional and/or commercial purposes without providing me with any remuneration now or in the future. Indagare photography within this website is copyrighted by Indagare and may not be reproduced without permission.

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Indagare reserves the right to take photographs during the operation of any trip and to use trip photography for promotional and/or commercial purposes. Any traveler who prefers that his/her image not be so used must inform Indagare in writing.

**Knowing and Voluntary Execution:**

I acknowledge that I have carefully read this agreement, I understand its contents, and I understand that this agreement includes an assumption of risk of the Releasees' negligence and liability. I acknowledge that Indagare is materially relying on this waiver and is allowing my participation on the Indagare Insider Trip due to its existence.

I have read and understand all of the above conditions and, having signed up for this Indagare Insider Trip, I agree to be bound by them.