

AZURI TOURS AND TRAVEL, INC.

TRAVEL SERVICE CONTRACT - RELEASE OF LIABILITY AND ASSUMPTION OF RISKS

IMPORTANT: Please read the following information prior to your departure. The information below explains the limits of responsibility of Azuri Tours and Travel, Inc., hereafter referred to as Azuri Tours. Please be sure that you read and understand the below terms and conditions.

CHANGES IN THE ITINERARY: No revisions of the printed itinerary are anticipated; however, the tour organizer reserves the right to make changes at any time and for any reason, with or without notice. The tour organizer shall not be liable for any loss whatsoever to passengers due to cancellation, substitutions or changes. The tour organizer shall not be required to refund any portion of tour or airfare or make any other compensation. The traveler will be responsible for additional costs charged by the airlines for security fees or raises in fuel fees.

RESPONSIBILITY CLAUSE: This information explains the responsibility of the participants and limits of Azuri Tours. Azuri Tours shall not be liable or responsible for any loss, injury or damages that may occur due to; defects or failures of any hotel, land vehicle, aircraft or other transportation vehicle under the control of the independent suppliers or neglect. Arbitrary acts or omissions on the part of the supplier, its employees and others are not under the direct control of Azuri Tours.

PARTICIPATION IN ACTIVITIES: There are certain optional activities furnished by independent suppliers that have a degree of danger. Some of these activities carry with them various inherent risks. You must follow the directions given by these suppliers and their employees. This is for your own safety. These activities include but are not limited to: walking safaris, camel safaris, canoe trips, white water rafting, hot air balloon trips, horseback safaris, fishing trips and gorilla trekking. It should also be noted that if you are going on an African safari and animals are wild and could cause serious personal injury, it is essential to FOLLOW ALL RULES OF THE BUSH, including never walking alone in the dark. You should be aware that although precautions are taken by the suppliers to guard against such dangers. YOUR SAFETY CANNOT BE GUARANTEED. Should you elect to participate in such activities while you are on your tour, you are free to do so. You must understand however, that such participation will be at your own risk and that AZURI TOURS, CANNOT ASSUME RESPONSIBILITY FOR YOUR SAFETY. Azuri Tours or their agents cannot be responsible for any services or any portion of the trip where reservations were not made in advance.

RESPONSIBILITY: Azuri Tours and their agents purchase many independent services from various international suppliers. Their services include, but are not limited to, accommodations, sightseeing, charter aircraft, food service and land transportation. These suppliers are not affiliated with Azuri Tours in any way. Therefore, Azuri Tours cannot control their operations and CANNOT BE HELD LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE that may occur due to 1) defects or failures of any land vehicle, aircraft or other transportation vehicle under the control of the independent suppliers, or 2) negligent or arbitrary acts or omissions by the supplier, its employees and others not under the direct control of Azuri Tours. Azuri Tours shall not become liable or responsible for any loss, injury or damage to person, property or otherwise in connection with any service due to acts of God, wars, declared or undeclared, acts of governments, civil disturbances, riots, terrorist acts, strikes, theft, quarantines, fires, customs regulations, defaults delays or cancellations of air flight, dangers incident to land, air and sea travel or incident beyond our control. Flights are occasionally subject to overbooking or cancellation. If this occurs, Azuri Tours and its supplier companies will do all possible to assist in boarding or finding alternative arrangements. This service is done as a courtesy and Azuri Tours cannot be held responsible for denied boarding or canceled flights, or for the additional costs incurred or monies not recovered for missed land arrangements due to airline delays. However, Azuri Tours and their representatives will help in any emergency that may occur and we'll do our best to provide assistance to the full extent of our ability. Costs are to be borne by traveler. If circumstances should arise which, in the opinion of Azuri Tours, warrants the concerns of the personal safety of the tour participants and Azuri Tours reserve the right to cancel the tour with no penalty to the participants.

CANCELLATION POLICY: Cancellations are only effective per written notification. If cancellation is prior to 90 days before departure your deposit is refundable. Within 90 days prior to departure charges may be levied and may be as much as 100%. Once a tour is in progress, no refund will be made for less than three days of consecutive missed services for unused sightseeing or meals. Any claims must be made within 30 days of the termination of your tour. All claims should be accompanied by a statement from the local supplier. Some international airfares have advance purchase and ticketing requirements, which will be communicated at time of reservation. Additional payment to cover such costs will be requested in order to issue the tickets. Airline carriers impose penalties pursuant to fare rules and for any changes to post booking air reservations. The air and tour prices quoted are based on tariffs, exchange rates and air fares in effect at the time of posting. Azuri Tours reserves the right to alter prices quoted should such prices be affected by inflation, costs of fuel, labor or material, air fares or foreign exchange rate change.

TRAVEL INSURANCE: Azuri Tours strongly recommends that you obtain the following types of insurance: Accidental Death and Disability, Emergency Medical Evacuation, Trip Cancellation, Major Medical & Loss of Personal Effects. Cancellation fees can be high. Azuri Tours strongly recommends that you obtain travel insurance for your full protection.

CONSUMER PROTECTION: (per California Seller of Travel #2070910). California Travel Consumer Restitution Fund in the event of Azuri Tour's default, you may be eligible for a refund of up to \$15,000 from the California Travel Consumer Restitution Fund. If you were located in California at the time of your purchase, you have a right to make a claim against the fund for a refund of any money paid to Azuri Tours that is due because Azuri Tours, bankruptcy, insolvency, cessation of operations, or material failure to provide the transportation or travel services sold. The claim must be filed within 60 days (or in some limited circumstance, within one year after you become aware of your loss. For additional information write to Travel Consumer Restitution Corporation, P.O. Box 8474, Northridge, CA 91325. For travelers located outside of California this transaction is not covered by the California Travel consumer Restitution Fund and you will not be eligible to file a claim against that fund in the event Azuri Tours' default. This act as stated above forces Azuri Tours to comply with and protect all its consumers.

TRAVELER'S ACCEPTANCE: Payment in full and acceptance of final documentation certifies that you understand and accept the tour conditions as set forth above and on all other documentation. Sign and return this form immediately. Services will not commence until this is received in the office of Azuri Tours and Travel.

Signature

Date