

## Terms and Conditions for booking with Pygmy Elephant

Below is a description of the payment and cancellation policy:

- An initial deposit of \$675 per person for groups of two or more, or \$950 for a solo booking, is due for Pygmy Elephant to begin working on your itinerary and trip. We do have a “Never Lose Your Deposit Guarantee”. To give our clients peace of mind, clients who cancel their trip will receive 100% of their deposit as a credit for a future trip if the cancellation is received at least 24 hours before their official start date. The start date of service is the first date in which a service has been booked by Pygmy.
- There are no refunds or credit given for trip interruption.
- A final payment for the balance of the trip will be necessary 60 days before travel.
- If payment has not been received by 53 days before departure (a one-week grace period is given), Pygmy reserves the right to cancel your trip and invoice you with the 30% cancellation penalty, unless other agreements have been made in writing and clearly accepted by Pygmy Elephant.

Cancellation Policy	
More than 60 days	No fee for portion of funds outside of deposit, 100% credit of deposit per person for a future trip
60 to 45 days	30% fee of total trip cost per person minus deposit, 100% credit of deposit per person for a future trip
44 to 30 days	50% fee of total trip cost per person minus deposit, 100% credit of deposit per person for a future trip
29 to 14 days	70% fee of total trip cost per person minus deposit, 100% credit of deposit per person for a future trip
13 days to 1 day	100% fee of total trip cost per person minus deposit, 100% credit of deposit per person for a future trip
Within 24 hours of start date of trip to end of trip (i.e. “trip interruption”)	No refund or credit for future trips.

- The fee is calculated by first subtracting the amount of the deposit from the total cost of the tour and then multiplying the resulting balance by the fee percentage listed in the table above.
- The total refund is calculated according to this formula: Total – deposit – fee = refund.
- Let’s assume that the total cost of a two-person tour is \$10,000 USD (\$5,000 USD per person). Let us also assume they are a couple, and they decide to jointly cancel 47 days before the start date of the trip. The fee is calculated by subtracting the deposit of \$1,350 (\$675 per person) from \$10,000, which equals \$8,650 USD, and then taking 30% of that amount, which equals \$2,590 USD. The client is refunded the total (\$10,000) less the deposit (\$1,350) less the fee (\$2,590). In this case, the refund would be \$6,060. The client also retains a credit with Pygmy Elephant in the amount of their initial deposit of \$1,350 USD and they are refunded.
- If a trip is interrupted, due to illness, injury or any other reason, no refund will be given for unused accommodation, activities, transfers or itinerary fees.
- After the itinerary is finalized and your final invoice has been sent, changes to the itinerary will incur a change fee of \$125 USD per person, per change. If cancellations of accommodation, activities or transfers are required, the corresponding cancellation fee will be passed on to the client, if applicable. The cancellation could be free of charge, or it could be 100% of the service, depending on the agreements Pygmy Elephant has with its suppliers. Furthermore, if there is a substitute service, the entire amount of the new service will be charged.

## LIABILITY WAIVER (TO BE SIGNED IN A SEPARATE DOCUMENT)

- Purchase of travel through Pygmy Elephant does not relieve me of the responsibility to become reasonable knowledgeable as to the destination to which I am planning to travel.
- Travel and participation in related or adventure activities that may be planned on this trip contain inherent risks of illness, injury, injury by animals, emotional trauma, and/or death, which may be caused by negligence, forces of nature, terrorism, civil unrest, or other agencies known or unknown. I recognize that such risks may be present at any time before, during and after the trip that I am participating in with Pygmy Elephant.
- In the event that I suffer physical or emotional harm as described above, adequate medical services or facilities may not be readily available or accessible during some or all of the time in which I am participating in the trip, and that evacuation, if necessary and available, may be prolonged, difficult and expensive.
- Staff, subcontractors, or other agents of Pygmy Elephant may not have formal medical or first aid training over and above that which is set forth in other areas of this website.
- Pygmy Elephant and its staff, subcontractors, or other agents assume no liability regarding providing medical or evacuation services.
- In each region or nation which is a travel destination offered through Pygmy Elephant, the level of development, communications skills, hygiene, political stability, sanitation facilities, cleanliness, and business practices, among other things, may be deemed far inferior to those found in most industrialized nations. Further, I am aware and accept that travel to such areas involves these and other elements of risk above and beyond those that would normally be encountered in industrialized nations. I am aware that I have the option to purchase travel insurance from third parties that may or may not be associated with Pygmy Elephant.
- In consideration of the right to participate in the trip, and the activities, services, equipment, and food arranged for me by Pygmy Elephant in connection with the trip, I have and do hereby fully assume all risk of illness, injury, property damage, emotional trauma, and death, and hereby fully and forever waive, release, and hold harmless Pygmy Elephant and their agents, officers, directors, employees, successors and assigns from any and all actions, claims, suits, and demands by me arising from or in connection with my participation in the trip. I also hereby agree to indemnify and defend each Released Party from any and all claims, actions, suits, and demands (including reasonable attorneys' fees and costs) by a third party arising from or in connection with my participation in the trip. I intend and agree that this waiver and release is also binding upon my heirs, legal representatives, successors, and assigns.
- I have voluntarily applied to participate in the tour on which I am booked, which will involve self-guided hiking or trekking and may include other adventure sports [biking, rafting, kayaking, ice hike, paragliding]. Self-Guided Hiking and Trekking carries certain risks including inclement weather, slipping, falling, getting lost, medical incidents such as strokes, heart attacks and illnesses, fatigue, hypothermia, dehydration and heat exhaustion, injuries caused by animals, snakes and insects on the trail, hikers getting trapped or injured by forces of nature such as flooding, veld fires and lightning, Injuries brought about by criminal attacks, assaults and robberies. In consideration of the right to participate in the trip, and the activities, services, equipment, and food arranged for me by Pygmy Elephant in connection with the trip, I have and do hereby fully assume all risk of illness, injury, property damage, emotional trauma, and death, and hereby fully and

forever waive, release, and hold harmless Pygmy Elephant and their agents, officers, directors, employees, successors and assigns from any and all actions, claims, suits, and demands by me arising from or in connection with my participation in the trip. I also hereby agree to indemnify and defend each Released Party from any and all claims, actions, suits, and demands (including reasonable attorneys' fees and costs) by a third party arising from or in connection with my participation in the trip. I intend and agree that this waiver and release is also binding upon my heirs, legal representatives, successors, and assigns.

- For Guided Tours, my tour leader, as arranged by Pygmy Elephant, may be required, in the best interest of the participants, to alter the agenda in regard to certain activities planned as part of the purchased travel package. I agree further to abide by any such decisions. I understand that due to the nature of the destinations to which Pygmy Elephant organizes tours, and the necessity of the long lead times required to organize such tours, situations such as the following can and might be expected to occur: changes in trip leader assignments; changes in sequence or timing of the itinerary; and/or changes in accommodations and/or transport. I understand further that due to the above-stated reasons Pygmy Elephant cannot guarantee exact adherence to any itinerary or itineraries that I have been provided. I accept that if any of the aforementioned situations arise either before or during my trip, Pygmy Elephant may be required to make decisions to address the changed circumstances and that it may not be possible to provide me with advance notification. I agree to waive, release, and hold harmless Pygmy Elephant from any and all claims, actions, suits, and demands by me arising from or in connection with such decisions, provided that they are made in good-faith and do not substantially or significantly adversely affect the overall content or quality of the tour package.
- Pygmy Elephant is acting in an agency capacity in making travel arrangements. Neither Pygmy Elephant nor any of their agents, officers, directors, employees, successors, assigns and associates have any responsibility or liability arising from failure on the part of any subcontractors, including transportation companies, retained or otherwise arranged by Pygmy Elephant in connection with this trip, to perform transportation functions contracted for, but not provided due to error or omission on the part of any subcontractor of Pygmy Elephant.
- All pre-purchase travel rates provided have been quoted in good faith, but are subject to change without notice at the sole discretion of Pygmy Elephant.
- My rights arising from or in any way relating to contracts of travel and/or passage shall be based upon the form of contract from time to time utilized by each transportation company and as represented by their ticketing or other documentation supplied as part of the tour.
- By virtue of the execution of this document, I do not assume risk or waive liability for the reckless or intentional acts or omissions of Pygmy Elephant or for any other acts, omissions, or events which Wisconsin Statutes and/or controlling common law do not allow waiver of liability.
- This Waiver, Release of Liability & Assumption of Risk shall be construed under and governed by the laws of the State of Wisconsin exclusive venue and jurisdiction over any dispute arising hereunder shall be in the District Court of Wisconsin in and for the County of Milwaukee. In the event that any action or proceeding is brought by either of us, the substantially prevailing party shall be entitled to reasonable attorneys' fees and cost.