

FORM 1A

TICKET FOR BALLOON FLIGHT INCORPORATING THE BOOKING CONDITIONS, RELEASE, ASSUMPTION OF RISK AND WAIVER

IT IS A CONDITION OF USING THE SERVICES OFFERED BY GOVERNORS BALLOON SAFARIS LIMITED THAT THE FOLLOWING TERMS AND CONDITIONS ARE ACCEPTED IN FULL.

**NOTE:**

A. IF PASSENGER IS A CHILD THAT IS UNDER SIXTEEN YEARS OF AGE, THIS FORM IS TO BE READ AND EXECUTED BY A PARENT/ GUARDIAN ON BEHALF OF THAT CHILD.

B. IF YOU DO NOT UNDERSTAND ENGLISH PLEASE NOTIFY THE PILOT IMMEDIATELY AND DO NOT SIGN THIS FORM WITHOUT HAVING DONE SO.

**RELEASE ASSUMPTION OF RISK & WAIVER**

In consideration of the Company now accepting me as a passenger on the balloon flight and in its vehicles details of which are set out above ("Flight"), I AGREE that the terms which govern the Flight I am about to embark on are those contained in this ticket and also in the terms and conditions printed overleaf and also in the pre-Flight briefing given to me by the Pilot, which are referred to collectively as the "Conditions".

I confirm that I have read and understood the Conditions and further understand and accept that by utilising the services of Governors Balloon Safaris Ltd below I am releasing the Company, its agents, its servants or representatives (referred to collectively below as the "Company") from any liability on the terms set out in this release and the Conditions generally, by which I am bound.

I acknowledge and accept that participation in the Flight contains inherent risks of injury, illness, death or loss or, damage to personal property which may be arise from many different causes including without limitation, wild animals, forces of nature or acts of God. I recognise and accept that these risks may be present at any time during the Flight experience.

I also acknowledge that whilst the Company is willing to provide limited medical facilities on the terms set out below, I understand given the location of the Flight and the lack of proximity to adequate medical facilities, those facilities may not 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 any minors accompanying me or under my care, to RELEASE the Company from and not hold the Company liable for the consequences of a personal injury (fatal or otherwise), accidents, or claims, whether or not they result out of any event, act, omission, default, negligence or neglect of the Company or its agents. I 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 or claim.

I further agree not to challenge the enforceability of this Release, Assumption of Risk and Waiver.

I confirm that I speak and understand English and that I have received and understand the verbal pre-Flight briefing given to me by the Pilot in English. I acknowledge in particular and understand that "Landing Position" as demonstrated to me by the pilot and the minimum physical requirements necessary to participate in a Flight. I also understand that the Pilot may request me to demonstrate the "Landing Position" at any time before take-off and if the Pilot is not satisfied that I have not demonstrated the "Landing Position" to his satisfaction or

if he is of the view that I do not satisfy the minimum medical requirements then he may refuse my access to the Balloon. I also accept that it is my responsibility to ask the Pilot to clarify anything to do with the Flight.

If I do not speak or understand English then pre-Flight briefing cards and an explanation of the Conditions in a selection of international languages will be made available to me. I confirm that by booking confirming or agreeing to the services provided by the company I agree to be bound by the Conditions.

I confirm that I and any child accompanying me or who is under my care have taken out comprehensive insurance cover against personal injury (whether fatal or otherwise), medical and emergency evacuation and loss of cash or loss or damage to personal property.

I further acknowledge that if the Company incurs expense in evacuating or administering medical care to me or the minors accompanying me, or pays any medical, accommodation and other expenses on behalf, whether or not I have fulfilled the insurance requirements specified above, I will be personally liable to reimburse the Company for such expenses.

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

### **Terms & Conditions**

HOT AIR BALLOONING IN THE MAASAI MARA. This service is provided by Governors Balloon Safaris Ltd. This rate includes a game drive to/ from their lodge of origin in custom build 4WD vehicles, and transportation of tourists in a custom built Hot Air Balloon. The rate also includes a freshly cooked champagne breakfast after landing and VAT on the breakfast and game drive. Rates exclude Park Fees and Balloon Landing Fees. Additional Terms and Conditions specific to Ballooning: Prior to flight, all passengers are required to sign a Terms and Conditions document specific to ballooning. A copy of this document is available in advance upon request and is available on our website at [www.governorsballoonsafaris.com](http://www.governorsballoonsafaris.com)

Governors Balloon Safaris Ltd. +254 20 273 4000-5 or +254 733 616204 / 722 717529 (Mara Desk +254 735 129981 Email:[sales@governorsballoonsafaris.com](mailto:sales@governorsballoonsafaris.com) website.[www.governorsballoonsafaris.com](http://www.governorsballoonsafaris.com)

### **TERMS & CONDITIONS**

(These are the terms and conditions referred to in Form A1 and form part of the Conditions referred to in that form)

1. "Flight" shall have the meaning set out in Form A1 and shall also include transportation in the Company's vehicles to and from the balloon as necessary as well as assembly on the launch field pre-flight, the actual Flight in the balloon, landing, breakfast and post-flight services.
2. The "Company" means Governors Balloon Safaris Limited.
3. Liability
  - (a) The Company is insured as required by Kenyan 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 evacuation cover insurance

currently with African Research Foundation (AMREF) to cover part of the costs of emergency medical evacuation to Nairobi.

(b) The Company may employ sub-contractors to undertake some or all of the components of the Safari and the provisions of clause 3 (a) above and the Conditions shall apply equally to the provision of services by sub- contractors. All travel arrangements and other services provided by any such sub-contractor are also subject to these terms and conditions.

(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 or independent sub-contractors shall be liable beyond any liability imposed under Kenyan law and/or under the terms of the Warsaw Convention for any such personal injury (whether fatal or otherwise) to you or loss of or damage to your property, however caused while in flight with the Company; nor will 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 you through late bookings, cancellations, delays, sickness, death, failure to take health precautions and comply with immigration or other legal requirements.

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

#### 4. Fitness

You acknowledge that you are aware that Flights can sometimes be physically demanding and that you have been made aware of the minimum physical requirements at the pre-Flight briefing and you have judged yourself sufficiently fit enough to undertake the Flight. 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 severe neck or back problems.

#### 5. Age Limits

Whilst there is no upper age limit for ballooning a degree of fitness and agility is required as detailed in clause 4 above. Children must normally be a minimum of 8 years of age and a minimum of 1.2 meters tall, but younger or shorter children may be flown at the pilot's discretion. All children under the age of 16 years must be accompanied by a responsible adult during the Flight. Children are flown at the sole discretion of the pilot.

#### 6. Authority of the Pilot

You will accept the authority and decisions of the Pilot at all times before and during the Flight and the Company reserves the right to cancel the Flight or terminate it at any time you do not comply with this requirement. 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.

#### 7. Duration of the Flight and what you will see

Pilots will endeavor 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 moneys to be refunded). The Company will not in any way be held responsible for the variety and /or number of game animals viewed during the Flight. No assurance is given as to the

number of variety of wild animals viewed or the weather conditions or visibility during the Flight.

#### 8. Governing Law

The Conditions are governed by Kenyan law and the parties hereby submit to the exclusive jurisdiction of the Kenyan courts.