



DUMA EXPLORER

Terms and Conditions

Any mention of Duma Explorer, Duma or the Company refers to Duma Explorer, LLC.

The following items are included in quoted programs: all accommodations as noted in the itinerary; meals as specified; guided sightseeing as noted in the itinerary; relevant park, rescue, and entrance fees; airport transfers as noted in the invoice; equipment as noted in the invoice.

Tour prices are valid to December 31, 2010.

The following items are not included in trip prices: Traveler health and travel insurance; international or internal airfare unless otherwise noted; costs associated with passports or entry visas; airport departure taxes; excess baggage charges; gratuities; meals other than specified in the itinerary or invoice; sightseeing and game drives not included in the itinerary; personal expenses such as laundry, email, telephone and fax charges; and optional activities such as night game drives, bush dinners, Maasai Village visits, and walking safaris.

Gratuities are not included for drivers, guides, cooks, porters, or camp staff. Gratuities are at the traveler's discretion and should meet the level of satisfaction with the service received. Recommended tipping guidelines are provided in pre-trip information.

Itinerary Accommodations (hotel, campsite or vessel) and arranged sightseeing are subject to change at any time due to unforeseen circumstances or circumstances beyond Duma's control. Every effort will be made to operate tours as planned, but changes may occur after the final itinerary has been issued. Duma reserves the right to increase tour prices to cover increased costs, tariffs and taxes, and to reflect fluctuations in foreign exchange markets.

Duma Explorer reserves the right to modify or withdraw a tour or any part of it as deemed necessary or desirable. Duma also reserves the right to pass on to tour members any expenditures or losses caused by delays or events beyond its control.

Registration and Payment Schedule

For all programs and tours, a deposit of 25% per person is required at the time of booking. If the trip is cancelled 90 days or more prior to the start of the trip, a US \$450 cancellation fee per client will apply. Trips cancelled between 90 and 65 days prior to the tour start date will incur a 25% cancellation fee. 50% of the total package price will be charged for cancellations between 64 and 30 days. No portion of the deposit or final payment will be reimbursed for cancellations within 30 days of the trip start date. Final payment is due 45 days prior to the trip start date. Cancelled trip payments less US \$300 per person may be applied to a future trip within the same year for the same Traveler as long as trip is cancelled within 90 days of start date. No portion of internal (Tanzania) airfare payments will be reimbursed. Trip refunds are not made for any missed services.

Duma Explorer reserves the right to take photographs during the operation of any trip and to use them for promotional purposes. By booking with Duma Explorer, Travelers agree to allow their images to be used in such photographs. Travelers who prefer that their images not be used are asked to identify themselves to their tour guide at the beginning of their program.

Limits on Duma Explorer's Responsibility

Duma Explorer, LLC, its employees, shareholders, officers, directors, agents, does not own or operate any entity which provides goods or services for your trip. It purchases transportation (by aircraft, coach, vessel or otherwise), hotel and other lodging accommodations, restaurant, ground handling and other services from various independent suppliers. All such persons and entities are independent contractors. As a result Duma Explorer, LLC is not liable for any negligent or willful act of any such person or entity or of any third person.

In addition and without limitation, Duma Explorer is not responsible for any injury, loss, death, inconvenience, delay or damage to personal property in connection with the provision of any goods or services whether resulting from but not limited to acts of God or force majeure, illness, disease, acts of war, civil unrest, insurrection or revolt, animals, strikes or other labor activities, criminal or terrorist activities of any kind, overbooking or downgrading of services, food poisoning, mechanical or other failure of aircraft or other means of transportation or for failure of any transportation mechanism to arrive or depart on time.

There are certain inherent risks in adventure travel of the type involved here. These include, but are not limited to, risks of mountain climbing (for example, altitude sickness, hypothermia, etc), horseback riding, hiking, walking safaris, and in all trips dangers of animals, inaccessibility to medical attention and difficulty in evacuation from remote locations in the case of a medical emergency. Passenger assumes all such risks with regard to these possibilities.

Travel Advisories/Warnings

It is the responsibility of the Traveler to research the most current travel advisories and warnings by referring to the U. S. State Department's travel website at www.travel.state.gov/ or by phone at 1-888-407- 4747. In the event of an active State Department Travel Warning against travel to the specific destination location(s) of the trip, should the Traveler still choose to travel, notwithstanding any travel advisory or warning, the Traveler assumes all risk of personal injury, death or property damage that may arise out of the events like those advised or warned against.

Arbitration Agreement

Any controversy or claim arising out of or relating in any way to these Terms and Conditions, to the Responsibility Clause, to printed materials or the website, or any information relating in any way to the trip, or to the trip itself, shall be settled solely and exclusively by binding arbitration in Eastern Virginia, in accordance with the rules of the American Arbitration Association then existent.

Travelers Representations

The Traveler represents that neither he nor she nor anyone traveling with him or her has any physical or other condition or disability that could create a hazard to himself or herself or other travelers. Duma Explorer reserves the right to decline to accept anyone on a trip. Duma Explorer reserves the right to remove from the trip, at the Traveler's sole expense, anyone whose condition is such that he or she could create a hazard to himself or others, or otherwise impact the enjoyment of other passengers on the trip.

Payment of the tour price constitutes your acceptance of the terms and conditions set herein and in the departure information provided prior to your trip.