

# Piper Mackay

PHOTOGRAPHY

## RESERVATION FORM

Please read the attached Booking Terms and Conditions carefully before signing and sending your non-fundable deposit. To confirm a reservation all guests must sign and complete this form and return it by email to [piper55@mac.com](mailto:piper55@mac.com), or snail mail at 829 pine Ave, Long Beach CA, 90813 along with making a non-refundable deposit (usually about 30% of the trip fee) through the website [www.pipermackayphotography.com](http://www.pipermackayphotography.com) A separate form must be completed for each traveler.

*Privacy: All information is used solely by Piper Mackay Photography and its contracted tour operators / airlines in planning your tour.*

Please reserve \_\_\_\_\_ space(s).

TripDescription: \_\_\_\_\_

### PASSPORT DETAILS:

Full Name (as it appears in passport): \_\_\_\_\_

Passport Number: \_\_\_\_\_ Passport Nationality: \_\_\_\_\_

Issue Date: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Place of Issuance: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Sex: M / F

### PERSONAL DETAILS:

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone (Home): \_\_\_\_\_ (Work): \_\_\_\_\_

Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Physical Condition: \_\_\_\_\_

Dietary Requirements: \_\_\_\_\_

Health Concerns: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_

### TRAVEL ACCOMODATIONS:

Sharing \_\_\_\_\_ Single \_\_\_\_\_ Smoking \_\_\_\_\_ Non smoking \_\_\_\_\_

***"I have read and accept the accompanying Booking Terms and Conditions. I understand and agree that I must also sign and return to Piper Mackay Photography a completed Liability Release and Assumption of Risk Agreement before my reservation will be confirmed. If I am signing on behalf of a minor, I agree to release, hold harmless and indemnify Piper Mackay Photography for any claims of the minor."***

***(If applicant is under 18 years of age, a parent or legal guardian must sign for the minor).***

X

Participant Signature

Date

## BOOKING TERMS AND CONDITIONS

The following terms as used in these Booking Terms and Conditions shall be considered synonymous: *tour, safari, and trip*, all of which refer to the travel arrangements being booked with Piper Mackay Photography. Additionally, the following terms: *client, guest, participant, member, passenger, and traveler* all refer to you, as the traveler.

These booking terms and conditions are expressly made part of the following forms (a separate completed and signed copy of each being required for each traveler to confirm a trip reservation with Piper Mackay Photography):

- Reservations Booking Form
- Liability Release and Assumption of Risk Agreement
- Proof of Travel with a USD of \$100,000. Medical evacuation policy is a necessary requirement for participation on this trip

## RESERVATIONS AND PAYMENTS:

Payment of a non-refundable deposit of 30% (or the amount stated on the website) of the tour fare, along with a completed and signed Reservations Booking Form and a completed and signed Liability Release and Assumption of Risk Agreement are required in order to confirm your reservation. Upon receipt of your signed Reservations and Release forms and your deposit, we will, subject to availability, reserve your place on your selected tour. The balance of the tour price is due no later than 12 weeks prior to departure. Final payments must be made by check or wire transfer. The proof of Travel and Medical evacuation insurance is also due at this time, otherwise you will not be able to participate in this journey. Upon receipt of your full payment and required documents all final tour information, clothing lists, photography tips etc. will be sent to you by email. All prices are quoted in U.S. dollars and must be paid in U.S. dollars.

## CANCELLATION AND REFUND POLICY:

Cancellations are only effective upon Piper Mackay Photography's receipt of written notification, signed by the client. IF the balance has not been received 90 days prior to trip commencement, Piper Mackay shall be entitled at her own discretion to treat your reservation as cancelled, and the deposit shall be forfeited. If cancellation is made prior to 9 weeks before departure, your 30% deposit is forfeited. If your cancellation is made after the due date for full payment of your trip fare, additional charges will be levied. The scale of charges, expressed as a percentage of the trip price, is as follows:

- More than 9 weeks notice – Deposit forfeited;
- Less than 9 weeks notice – 45%;
- Less than 4 weeks notice – 50%;
- Less than 3 weeks notice – 60%;
- Less than 2 weeks notice – 100%.

Should you fail to join a tour or join it after departure or leave it prior to its completion, no tour fare refund will be made. Some airfare may be non refundable. There will be no refunds from Piper Mackay Photography for any unused portions of the tour. The above policy applies to all travel arrangements made via Piper Mackay Photography.

## INSURANCE:

It is a condition of booking that the sole responsibility lies with the guest to ensure that they carry the correct comprehensive travel and medical insurance to cover themselves, as well as any dependents and traveling companions for the duration of their tour. This insurance should include coverage in respect of, but not limited to, the following eventualities: cancellation or curtailment of the tour, emergency evacuation expenses, medical expenses, repatriation expenses, damage, theft or loss of personal baggage, money and goods. Piper Mackay Photography will take no responsibility for any costs for losses incurred or suffered by the guest, or guest's dependents or traveling companions, with regards to, but not limited to, any of the above mentioned eventualities. Guests will be charged directly by the relevant service providers for any emergency services they may require, and may find themselves in a position unable to access such services should they not be carrying the relevant insurance coverage. Proof of Travel Insurance must be sent to Piper Mackay Photography as a condition of travel.

## **MEDICAL INFORMATION / LIABILITY RELEASE:**

Participation on a tour requires that you be in generally good health. All guests must understand that while a high level of fitness is not required, a measure of physical activity is involved in most tours. It is essential that persons with any medical problems and/or related dietary restrictions make them known to Piper Mackay well before departure. Anti-malaria precautions should be taken, and these are the sole responsibility of the client. Any required inoculations must be recorded by the client's health practitioner on a valid vaccination certificate, which the client must carry in his/her possession throughout the tour. Piper Mackay Photography will not assume responsibility for the accuracy of any medical information. You should consult your doctor or pharmacist for up to date requirements and personal recommendations.

By forwarding the tour deposit, the signed Reservations Booking Form and the signed Liability Release and Assumption of Risk Agreement, the guest certifies that he/she does not knowingly have any physical or other conditions of disability that would create a risk for him/her or other tour participants. Each tour participant prior to commencement of a tour must sign a Liability Release and Assumption of Risk Agreement. Participation by any tour participant will be declined in the absence of the signed Liability Release Form, with no tour fee refund.

## **CURRENCY FLUCTUATION:**

In order to keep our tour rates as low as possible, we do not build into the price an allowance to cover possible increases from currency fluctuations. Therefore, as currencies do fluctuate constantly around the world, it may be necessary for us to raise the tour cost, at any time before final payment, if there are exceptional cost increases beyond our control. An increase in the tour price shall not be sufficient grounds for any refund of fees already paid for the tour.

## **GOVERNMENT TAXES:**

Any increase in government taxes affecting costs included in the tour price will be passed through and paid for by the traveler. Any increase in the tour price due to a government tax rate hike shall not be sufficient grounds for any refund of fees already paid for the tour.

## **AIRFARES & DELAYS:**

Airfares are subject to change without notice prior to ticketing. Note that intra-country flights, whether included in your total trip cost or quoted to you separately, may become due and payable in full to Piper Mackay Photography at any time after your initial deposit in order for us to secure ticketing for these flights as required by the airline or tour operator.

Piper Mackay Photography is not responsible for any airline schedule or airfare changes, cancellations, overbooking or damage or loss of baggage and property to the extent that such items are beyond its control. Any and all claims for any loss or injury suffered on any airline must be made directly with the airline involved and not Piper Mackay Photography. Air schedule changes may necessitate additional nights being added to your tour. Provided these schedule changes are beyond the control of Piper Mackay Photography, any resulting additional costs must be borne by the guest. Piper Mackay Photography cannot be held liable for any delays or additional costs incurred as a result of airlines not running to schedule.

## **TOUR CANCELLATION:**

Piper Mackay Photography shall not be held responsible for occurrences that are beyond its control, such as strikes, wars, acts of God, acts of government or any other cause whatsoever, beyond its control, that may make operation of the tour impossible, illegal or inadvisable. All tour payments received will be promptly refunded, and this refund will be the limit of Piper Mackay Photography's liability. Piper Mackay Photography is not responsible for any expenses incurred by tour members in preparing for the tour, including non refundable or penalty-carrying airline tickets, special clothing, visa or passport fees, or other tour-related expenses.

## **GUIDE REPLACEMENT:**

If a private guide is unable to lead a pre-scheduled tour due to illness, etc., Piper Mackay Photography and its operators reserve the right to substitute with another guide.

## **ITINERARY CHANGES:**

Although every effort is made to adhere to schedules, it should be noted that the tour operators in developing countries may be obliged to occasionally change routes and camps on tours as dictated by changing conditions. Seasonal rainfall, bush fires or other natural occurrences may bring about such conditions. Airlines, aircraft specific flights and other transfers may also need to be changed for various reasons. Piper Mackay Photography shall not be held responsible for such itinerary changes as discussed above and shall not be held liable for any refund, provided such changes are beyond the control of Piper Mackay Photography.

## **SPECIFIC ACCOMMODATION:**

While our operators use their best endeavors to ensure that all reserved accommodation is available as planned, Piper Mackay Photography shall not be held responsible for a refund either in the whole or part, if any accommodation or excursion is unavailable and a reasonable alternative, acceptable to the guest, is found. If the guest is unable to use any service provided in the itinerary, then there are no refunds due.

## **LUGGAGE:**

For safety and because space is restricted, baggage in the charter aircrafts commonly used to transport guests to and from remote locations is restricted to a maximum of 20 kg per person in a soft bag (12 kg within Zambia and on certain scheduled tours). This includes camera equipment and carry-on baggage. Should guests arrive with excess baggage without prior warning, their baggage could be delayed, as our operators may then have to fly the baggage into camps at a later stage at considerable extra cost to the guest. However, should the guests know in advance that their baggage will exceed the limit; we can usually make arrangements to book an extra seat for the bags on the aircraft, at an additional cost.

## **WILD ANIMALS:**

Please be aware that our tours may take you into close contact with wild animals. Attacks by wild animals are rare, but no tour into the wilderness can guarantee that this will not occur. Piper Mackay Photography cannot be held responsible for any injury or incident on the tour. Please note that the majority of the tour camps are not fenced and that wildlife do move freely in and around the camps. Always follow the safety instructions from the camp's staff with regards to moving to and from your tent and while on game activities throughout your tour.

## **PASSPORTS & VISAS:**

The onus is upon the guest to ensure that passports and visas are valid for the countries they plan to visit. Piper Mackay Photography cannot be held liable for any visas and/or passports, which are invalid or not held by the guests, nor for the cost of any passports or visas. Please check with us for up-to-date passport requirements for the countries you are visiting.

## **NOT INCLUDED (VARIES BY ITINERARY):**

Insurance to cover for cancellation and curtailment, medical, baggage, money, and emergency evacuation; beverages in certain areas; personal laundry at certain camps; or lodges gratuities to guides, paddlers and to camp staff; any excursion not related to the tour; optional meals.

## **GUEST REPRESENTATION AND CONSENT:**

The person making any booking with Piper Mackay Photography, warrants that he or she has authority to enter into a contract on behalf of all other persons included in such a booking and in the event of the failure of any or all of the other persons so included to make payment, the person making the booking shall by his/her signature thereof assume personal liability for the total price of all bookings made by him/her. The payment of the deposit or any other partial payment for a reservation on a tour constitutes consent by all guests covered by that payment to all provisions of the Terms and Conditions contained herein whether the guest has signed the booking form or not. The terms, under which you agree to take these tours, cannot be changed or amended except in writing signed by an authorized representative of Piper Mackay Photography.

## **AGE LIMITS:**

Please consult with us for the specific age policies at the camps on your itinerary. If anyone misrepresents their age, our operators reserve the right to terminate the tour without refund. Piper Mackay Photography cannot be held responsible for any refund in this situation.

## LIMITATIONS OF LIABILITY:

***This section defines Piper Mackay Photography's responsibility with respect to all of our tours and safaris booked for our guests, including extensions and independent arrangements. Please read it carefully.***

Piper Mackay Photography, its owner, and employees give notice that they act only as the agent for the owners, contractors, and suppliers providing means of transportation and/or all other related travel services and that they assume no responsibility, howsoever caused, excepting its own negligence or willful misconduct, for injury, death, loss, or damage to person or property, delay or change in air or other services, howsoever caused, irregularity, inconvenience or additional expenses in connection with any service resulting directly or indirectly from: defect of any vehicle, act of God, act of war, insurrection, revolt, terrorism, government restrictions and regulations, or other civil uprisings or disturbances, military action, quarantines, strikes, weather, sickness, wars, detention, annoyance, delays, thefts, pilferage, force majeure, wild animals, failure of any means of conveyance to arrive or depart as scheduled, travel advisories, discrepancies or changes in transit, hotel and other services over which it has no control, occurring in either the country of origin, destination or through passage, or through the acts or default of any third party company or persons engaged in conveying the passengers or in carrying out the arrangements of the tour, except for such losses caused by the negligence or willful misconduct of Piper Mackay Photography. Piper Mackay Photography may not be held responsible for any loss or damage to luggage, before, during, or after the tour program.

Upon advancement of deposit to Piper Mackay Photography, the depositor acknowledges that he/she has read and understands the above recited terms and conditions, and agrees to be bound by them.

On advancement of tour deposit to Piper Mackay Photography, the depositor therefore agrees to be bound by the above recited terms and conditions. Piper Mackay Photography reserves the right to accept or decline any individual from participating on any of our tour programs for any reason. Piper Mackay Photography will not discriminate against any individual because of race, religion, sex, sexual preference or nationality.



## LIABILITY RELEASE AND ASSUMPTION OF RISK AGREEMENT

*Please read the attached Booking Terms and Conditions carefully before signing. All guests must sign and complete this form and return it to us with a 30% non-refundable deposit (or the amount requested on the website) to have a confirmed reservation. A separate form must be completed for each traveler.*

### VOLUNTARY PARTICIPATION AND ASSUMPTION OF RISK

I acknowledge that I have voluntarily chosen to participate in the trip designated on the Reservations Booking Form (or a trip I may change to). In so doing, I acknowledge that I may be subjecting myself to dangers and hazards, which could result in illness, injury, or death. I also acknowledge that there are inherent risks and dangers, which may arise at any time during the trip. I am specifically familiar with and accept the risks of the dangers and hazards inherent in partaking in my trip and am aware that medical services or facilities may not be available while I am participating in the trip. In order to partake of the enjoyment and excitement of this adventure travel trip, I am willing to accept the risks and uncertainty involved as being an integral part of my adventure. I agree to assume all risks of illness, injury or death.

**I VERIFY THAT I UNDERSTAND AND ACCEPT THIS STATEMENT BY PLACING MY INITIALS HERE: \_\_\_\_\_**

### RELEASE AND COVENANT NOT TO SUE

I understand that Piper Mackay , dba Piper Mackay Photography, will contract with independent contractors to provide services on this trip, including transportation, travel services and guide services. I understand and acknowledge that Piper Mackay Photography has no control over and assumes no responsibility for the actions of any independent contractors, except for its own negligence or misconduct, and that no independent contractor has authority to make commitments for, or on behalf of, Piper Mackay Photography.

As partial consideration for my participation in the trip and for Piper Mackay Photography's undertakings, I agree that neither I, nor any of my heirs, personal or legal representatives, nor family members will bring suit against Piper Mackay Photography, as a result of any acts or omissions by independent contractors, other than Piper Mackay Photography, involved in this trip. I hereby release, indemnify, and covenant not to sue Piper Mackay Photography, or its officers, directors, shareholders, agents and employees for any and all claims of whatever kind arising from my participation in the trip, including, but not limited to, personal injury, illness, death, damage, or monetary loss, except for any such claims arising out of the negligent acts, omissions or misconduct of Piper Mackay Photography, or its officers, directors, shareholders, agents and employees involved with this trip.

**I VERIFY THAT I UNDERSTAND AND ACCEPT THIS STATEMENT BY PLACING MY INITIALS HERE: \_\_\_\_\_**

### ARBITRATION

Any controversy or claim arising out of, or relating to, this agreement or the performance there under, including without limitation any claim related to illness, injury, or death, shall be settled by binding arbitration in the state of California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then existing, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. This agreement to arbitrate does not waive or modify the liability release contained in the foregoing paragraphs.

**I VERIFY THAT I UNDERSTAND AND ACCEPT THIS STATEMENT BY PLACING MY INITIALS HERE: \_\_\_\_\_**

### KNOWING AND VOLUNTARY EXECUTION

I have carefully read and understand Piper Mackay Photography's Booking Terms and Conditions, I have familiarized myself with all the information provided to me about this trip, and I agree to all stated conditions set forth in the Booking Terms and Conditions. I have also carefully read and agree to the terms and conditions of this agreement. I understand that it is a release of liability and a contract between myself and Piper Mackay Photography, and/or its contracted tour operators or affiliated organizations, and I sign this agreement of my own free will. This agreement is binding on my heirs, legal representatives and assigns.

**I VERIFY THAT I UNDERSTAND AND ACCEPT THIS STATEMENT BY PLACING MY INITIALS HERE: \_\_\_\_\_**

### INTEGRATION AND SEVERABILITY

Subject to the obligations and duties set forth herein, this Liability Release and Covenant Not to Sue, the Piper Mackay Photography Reservations Booking Form, Piper Mackay Photography Booking Terms and Conditions and Travel Insurance, all of which are incorporated herein by this reference, express the full and complete agreement and contract of the parties hereto. In the event that an arbitrator or court of law declares any term or terms of these documents invalid, such declaration shall not affect the remainder of the terms of the agreement, which shall be valid and enforceable.

**I VERIFY THAT I UNDERSTAND AND ACCEPT THIS STATEMENT BY PLACING MY INITIALS HERE: \_\_\_\_\_**

"If I am signing on behalf of a minor, I agree to release, hold harmless and indemnify Piper Mackay Photography for any claims of the minor." (If applicant is under 18 years of age, a parent or legal guardian must sign for the minor)

TRAVEL INSURANCE POLICY

*Please read the attached Booking Terms and Conditions carefully before signing. All guests must sign and complete this form and return it to us on or before the final payment due date (12 weeks prior to departure). A separate form must be completed for each traveler.*

Your upcoming trip is a significant investment, which involves risks.

For this reason, Piper Mackay Photography requires all its clients to purchase a comprehensive travel insurance policy valid for the entire duration of their trip. This insurance should cover you for events such as trip cancellation, delay or interruption, lost or delayed baggage, emergency accident, illness and evacuation. It also covers our medical assistance, traveler's assistance, and emergency cash transfer.

For coverage, I suggest Access America travel insurance. The total premium will be based on each traveler's age and total per person trip cost. Please note that many insurers require that you take out a policy within 14 days of paying your initial deposit in order to provide coverage for any pre-existing medical conditions and certain other occurrences.

Please visit the Access America website here: <http://www.accessamerica.com/>

If you take several trips a year to very remote location I would also like to suggest looking into Medjet. Assist as well. Here is the link to their site; <http://www.accessamerica.com/>

\_\_\_\_\_  
X  
Participant Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
X  
Name of Traveler: \_\_\_\_\_ (please print)

Print Name: \_\_\_\_\_  
Trip Dates: \_\_\_\_\_  
Insurance Company: \_\_\_\_\_  
Policy Number: \_\_\_\_\_  
Insurance company contact telephone: \_\_\_\_\_

\_\_\_\_\_  
X  
Participant Signature \_\_\_\_\_ Date \_\_\_\_\_