

DART RIVER SAFARIS - TERMS & CONDITIONS

SAFETY TERMS AND CUSTOMER DECLARATION

Dart River Jet Safaris Funyak Safari is an adventure activity with a degree of risk. Risks include, but are not limited to, personal injury, property damage, illness as a result of adverse weather conditions and risk of drowning.

- Dart River Jet Safaris take all practicable steps to identify and minimise potential danger. However, you must always follow the instructions of our guides and use the safety equipment provided.
- Dart River Jet Safaris may refuse to carry any person for safety reasons.
- Adults accompanying any person under the age of 16 must ensure that the underage person follows our instructions at all times.
- In participating in this activity, I agree to those conditions as detailed above, and as detailed within the Extended Terms and Conditions.
- In receiving this document and using it to access any services provided by Dart River Jet Safaris Ltd, I/we acknowledge that I/we have read and understood the above safety terms and the EXTENDED TERMS AND CONDITIONS OF USE.

EXTENDED TERMS AND CONDITIONS OF USE

1. We appreciate your custom and aspire to provide a friendly, exciting and safe experience.
2. We advise that all activities do carry a degree of risk and that by participating in the activity provided by the Operator you are expressly assuming those risks personally and are, to the maximum extent permitted by law, releasing the Operator and its officers and employees from any liability, claims, losses, damages or expenses caused by any event including, but not limited to:
 - Personal injury or death
 - Property loss or damage
 - Acts which may be construed as negligent or accidental
 - Any other loss, damage, suffering, emotional or nervous disorder
3. In participating in the activity I, the passenger, agree to the conditions set out as above and consent to the conditions in clauses 1(a) to 1(f) below and 2 to 9.

- a. I agree that my successors, executors, administrators and next of kin are bound by the terms and conditions.
 - b. I agree not to commence any litigation or proceedings in any country in relation to the risks and perils set out in B above and to indemnify the Operator against any such claims.
 - c. I confirm that I am physically fit and suffer no medical conditions, which may be aggravated by this activity.
 - d. I consent to receive medical treatment in the case of injury, accident or illness during the activity and to indemnify the Operator against any claims in respect of this treatment.
 - e. I agree that any films, sound, video or other recordings taken of or during the activity will not be used in any promotion or advertising without the prior consent of the Operator, however, the Operator may use such recordings itself at its complete discretion without any prior approval.
 - f. I agree to listen to my driver/guide, follow their instructions and make sure any children in my care do the same.
4. This voucher is issued as an agent for the Operator providing the services and activities described, and are nontransferable.
 5. The selling agent and/or Operator accept no responsibility for any loss or additional expenses arising from changes, delays or cancellations of the services and activities of the Operator.
 6. This booking is based on fares and tariffs, which are, to the best of the Operator's knowledge, correct at the time of issue. Any increases since the date of issue are at the cost of the passenger payable to the Operator.
 7. Cancellations – the Operator reserves the absolute right to cancel any service as a result of weather conditions, insufficient reservations or any other unforeseen event or circumstances.
 8. Refunds – the Operator reserves the right to assess cancellations on a case by case basis and any decision on refunds is entirely at the discretion of the Operator.
 9. Any decision regarding an exception to the stated policy will be made entirely at the discretion of the Operator.