

HIGH MOUNTAIN HUNTS®

TERMS & CONDITIONS

1. Reservations and Payment

- 1.1 Reservations can be made by contacting High Mountain Hunts or through your booking agent
- 1.2 Safaris are booked and confirmed only on receipt of 50% deposit of the safari rate, reading, understanding and acceptance of the Terms and Conditions, signing both the Release of Liability and the Hunting Contract. This deposit is the only way to hold the reservation. There shall be no binding contract until the deposit has been paid. Failure to remit your deposit on time may result in an automatic release of the confirmed space and the possible inability to reinstate your reservation. When High Mountain Hunts acknowledges receipt in writing of the deposit to you, it shall be deemed to constitute acceptance and confirmation of the reservation.
- 1.3 The balance of the hunt is due as per the appropriate webpage. If the balance has not been received by that date, High Mountain Hunts shall be entitled, at its discretion, to treat your reservation as a cancellation and consequently to forfeit such part of the deposit as determined solely by High Mountain Hunts.
- 1.4 High Mountain Hunts will not provide documents until full payment is received by High Mountain Hunts.

2. Cancellation & Refunds

- 2.1 Any cancellation of reservations must be in writing and shall only be effective upon its acknowledged receipt by High Mountain Hunts. Cancellation charges shall apply in the following circumstances except where it is in conflict with the Hunting Contract. In the instance, the Hunting Contract will take precedence. (a) Cancellation 181 days prior to safari's starting date; the full deposit is refunded less \$1,000 per client handling fee. (b) Cancellation 180 to 121 days prior to safari starting date, the full deposit is forfeited. (c) Cancellation 120 days or less, the total safari cost is forfeited. (d) For Argali and other sheep hunts, deposits are non-refundable. To carry over the following year would be at the discretion of High Mountain Hunts. (e) The client is fully responsible to pay all the permit, licensing and trophy fees costs in full in case of cancellation. (f) Wounded animals can be tracked as much as possible and if they cannot be found, the trophy is counted bagged and no refunds will be given for unbagged trophies.
- 2.2 If you are a "no show", High Mountain Hunts shall be entitled to treat your reservation as cancelled without having given High Mountain Hunts any notice and provisions of Paragraph 2.1 (c) shall apply. Also carry over to the coming year is at the discretion of High Mountain Hunts.
- 2.3 Any request to vary your reservation must be in writing and High Mountain Hunts' agreement thereto shall be at its sole discretion. If High Mountain Hunts agrees to vary your reservations as requested, it reserves the right to charge an administration fee which shall be presented to you in writing and which is payable no later than seven (7) days after such notification.
- 2.4 No refunds are given: (1) for lost travel time or substitution of facilities, areas, hunters, camp and dates (2) for itineraries amended after departure, (3) or circumstances arising beyond High Mountain Hunts' control, necessitating alternative arrangements be made to ensure the safety and/or further participations and enjoyment of your safari, (4) if you do not appear for any accommodations, service, sightseeing or trip segment without notifying High Mountain Hunts or (5) if you leave your safari after it has begun, miss any scheduled sightseeing, activities, accommodations or hunting days. (6) because of any missed shots. Guides are successful when they put trophies in front of you. You are the **ONLY** one responsible for the shots that you take. **ONLY** take shots that you can make every time resulting in the bagging of your trophy. (7) for the lack of quantity or quality of your quarry (game, fish or fowl).
- 2.5 High Mountain Hunts acts as booking agent for ground transportation, boat purveyors or owners and other independent contractors providing accommodations, transportation, and/or other services abroad. Each of these companies is an independent operator with its own management and is not subject to the control of High Mountain Hunts, including but not limited to various overseas ground operators.
- 2.6 All bookings like those described above are accepted by High Mountain Hunts, as agent for independent overseas ground operators. The transportation, accommodations and other services provided by the ground operators are offered subject to the terms and conditions contained in the webpages approved by them and/or their suppliers. Because High Mountain Hunts does not have the right to control the operations of the independent operators and their supplies, **IT CANNOT BE LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE** which may arise out of these services. High Mountain Hunts reserves the right to cancel any itinerary or any part of it, to make such alterations in the itinerary as it seems necessary or desirable, to refuse to accept or to retain as a member of any safari members any expenditure occasioned by delays or events beyond its control. In case of any appreciable variations in its costs, High Mountain Hunts reserves the right to adjust its rules.

3. For Your Information

- 3.1 High Mountain Hunts acts as booking agent for ground transportation, boat purveyors or owners and other independent contractors providing accommodations, transportation, and/or other services abroad. Each of these companies is an independent operator with its own management and is not subject to the control of High Mountain Hunts.
- 3.2 All bookings like those described above are accepted by High Mountain Hunts, as agent for independent overseas ground operators. The transportation, accommodations and other services provided by the ground operators are offered subject to the terms and conditions contained in the webpages approved by these operators and/or their suppliers. Because High Mountain Hunts does not have the right to control the operations of the independent operators and their supplies, **IT CANNOT BE LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE** which may arise out of these services. High Mountain Hunts reserves the right to cancel any itinerary or any part of it, to make such alterations in the itinerary as it seems necessary or desirable, to refuse to accept or to retain as a member of any safari, any expenditure occasioned by delays or events beyond its control. In case of any appreciable variations in its costs, High Mountain Hunts reserves the right to adjust its rules.

4. Risks

- 4.1 High Mountain Hunts draws your attention to the fact that there are certain inherent risks involved to participating in the type of trip sold by High Mountain Hunts and that you accept them at your own risk.
- 4.2 It is your sole responsibility to take all appropriate medical advice prior to departure as to whether you are fit enough to undertake the trip booked. High Mountain Hunts shall not be liable for illness, injury or death sustained on a program sold by High Mountain Hunts which is not due to the gross negligence of High Mountain Hunts, its officers, employees, authorized representatives or agents whomsoever.

5. Force Majeure

- 5.1 Force Majeure means, in relation to High Mountain Hunts, any circumstances beyond the reasonable control of High Mountain Hunts (including, but without limitations, acts of God, explosions, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance, or requisition, sickness, quarantine, government intervention, weather conditions or other untoward occurrences).
- 5.2 If High Mountain Hunts is affected by Force Majeure, it shall forthwith notify you of the nature and extent thereof.
- 5.3 High Mountain Hunts shall not be deemed to be in breach of these terms and condition or otherwise be liable to you, by reason or delay in performance, or by non-performance, of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure.
- 5.4 If High Mountain Hunts is affected by Force Majeure, it shall be entitled to and may in its sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to the trip. Payment or any refund by High Mountain Hunts to you as a result of the non-performance of any of High Mountain Hunts' obligation hereunder shall remain in its sole and absolute discretion although High Mountain Hunts shall use its reasonable endeavors to reimburse you when possible. However, High Mountain Hunts shall be entitled to deduct from any refund recoverable the reasonable actual and potential costs to High Mountain Hunts of the Force Majeure.
- 6 Regarding civil unrest, once High Mountain Hunts has investigated the prevailing situation as it deems fit, it shall remain in High Mountain Hunts' sole and absolute discretion whether to proceed

with the trip. You may in such circumstances cancel the trip. However, if after having made all reasonable and proper inquiries, High Mountain Hunts is of the opinion that the trip may proceed, no refund will be payable to you and the provision of Paragraph 2, will apply.

7. Insurance

High Mountain Hunts strongly recommends that you obtain the following types of insurance which are commercially available: accidental death and disability, major medical, emergency medical evacuation, loss of personal effects and trip cancellation.

8. Surcharges

Although High Mountain Hunts hopes that it will not need to levy surcharges, it reserves the right to do so on the invoice amount, if this becomes necessary. High Mountain Hunts will endeavor to notify you in writing as soon as it is aware of any likely surcharge and you must pay the amount of such surcharge no later than seven (7) days after written notification has been received (depending upon the circumstances). If the surcharge is an act of cancellation on your part and the provision of Clause 2 shall not apply. Any refund made by High Mountain Hunts shall be in its sole and absolute discretion.

9. Import Permits and Trophy Shipment

Trophy Shipment can take 3 to 15 months from some countries due to local regulations. The client is fully responsible for getting necessary import permits for his trophies.

10. Terms and Conditions

These terms and conditions govern the relationship between High Mountain Hunts and you, to the total exclusion of any other terms and conditions. No alteration to the terms and conditions may be made by any of High Mountain Hunts' employees, authorized representatives or agents, unless in writing by an authorized officer of High Mountain Hunts. All decisions and matters subject to High Mountain Hunts' discretion shall be made by an authorized officer of High Mountain Hunts.

11. Carriage by land, sea and air

Carriage by land, sea and air is subject to the terms and conditions of the carrier with whom you travel and to international conventions some of which may limit liability. Land, sea and air travel are also subject to operational decisions of carriers and air and sea ports which may result in cancellation, delays or diversions, over which High Mountain Hunts has no control and for which High Mountain Hunts accepts no liability whatsoever.

12. Baggage

Temporary or permanent loss of baggage is the responsibility of you or the carrier.

13. Travel Documents and Vaccinations

It is your responsibility to ensure that passports, visas, travel permits, health certificated inoculations, international driving licenses, or other documentation required for the trip are obtained and are in order. It is your responsibility to meet any additional costs incurred either by yourself (or by High Mountain Hunts on your behalf as a result of any failure by you to comply with such requirements).

14. Special Requests

You must advise High Mountain Hunts in writing of any special requests, e.g. diet or facility, when you submit your reservation to High Mountain Hunts. High Mountain Hunts will meet any such requests if possible.

15. Information in the Brochure

All information given in company's brochure is, to the best of High Mountain Hunts' knowledge; correct at the time of going to press, but High Mountain Hunts reserves the right to change the same. The photographs reproduced and information provided in the brochure depict typical scenes experienced and details on each destination, but the subject matter may not necessarily be seen or experience while visiting that destination.

16. Photography

High Mountain Hunts reserves the right without further notice to make use of any photography or film taken on the trip by our staff, agent, contractor or employees for general purposes without payment or permission where a client makes available to High Mountain Hunts photographs of their own. High Mountain Hunts reserves the right to make use of such photos without payment or permission.

17. Disputes

If you have any cause for complaint while traveling, you must immediately bring it to the attention of High Mountain Hunts' local representative or agent who will attempt to resolve the situation.

18. Consent

The payment of the deposit or any other partial payment for a reservation on a safari constitutes consent to all provisions of the conditions and general information contained in High Mountain Hunts' brochure and price list. The terms under which you agree to take these safaris cannot be changed or amended except in writing signed by an authorized officer of High Mountain Hunts.

19. Money Paid to High Mountain Hunts

Your booking agent will forward deposits and other payments to us on your behalf. Since your booking agent is not our agent, for the purpose of receipt of monies, there is no liability on your part unless and until we notify you (by way of Booking Confirmation) that monies paid have been received by us. We will issue a Booking Confirmation to your agent immediately upon receipt of their payment on your behalf.

20. Conditions of Booking

You shall comply with the instruction of High Mountain Hunts' representative at all times. No client shall be accepted or be permitted to continue on a safari while their status of mental or physical condition is, in the opinion of any representative of High Mountain Hunts, such as to render them incapable of caring for themselves or making themselves objectionable to other clients or become a hazard to themselves or other clients and High Mountain Hunts will not be responsible for expense by such persons preclude from completing the safari for this reason.

21. Notice of Enforceability

Please remember: When you book travel related services with High Mountain Hunts, you are entering into a binding agreement that assumes all terms and conditions are fully understood as stated in High Mountain Hunts brochure and price list.

22. High Mountain Hunts' Responsibilities

At High Mountain Hunts, we are very proud of our relationship with booking agents throughout the world. To facilitate the reservation process for you, we request booking agents to provide you with thorough communications pertaining to your booking. Your agent has been provided with a list of responsibilities to assist and inform you on matters such as required documentation, payment schedules and cancellation policies. Your agent will assist you to the best of his/her ability in providing answers and information pertaining to your booking.

NOTE: All trophy and daily fees, hunting terms and conditions subject to change without notice by the Wildlife Department of the countries you have booked and we are not responsible for this kind of changes and client accepts to pay possible increases.

Signed _____

Date _____