

1. Acceptance of risks

1.1 Participant is aware that Busiwagi tours involve certain risks and danger. These are, but are not limited to: travelling across/through extreme, hilly or mountainous terrain/areas where debris such as wood, branches, stones, roots or other obstacles or hazards, steep inclines or unstable soil can cause a fall; travelling on/over/through/alongside, canyons, crevasses, streams, rivers and lakes; confrontations with dangerous or non-dangerous animals; various health problems which could be caused by too much sun, insect bites, exhaustion, stress, dehydration, overexertion, elevation and lack of endurance;

1.2 Participant is aware that participants can potentially get lost or separated from the guide or the group, that communications in mountainous or remote terrain/areas is difficult and that in the event of an accident or calamity, it is possible that rescue troops and/or medical care is not quickly available, that weather circumstances in the mountains or in remote areas can be extreme and can change rapidly and without warning. Participant is furthermore aware that further risks and danger of negligence, carelessness and inexperience of other members may be a factor.

1.3 Participant is aware of the risks and hazards associated with vehicles and unpredictable surfaces, boats and rapids, and accepts all risks and hazards and the possibility of injury, death, damage or loss of personal property as a result thereof. Participant is aware that he/she must protect his/her person and properties against the risks and hazards posed by the activity.

2. Responsibility with regards to vehicles

2.1 The vehicles of Busiwagi are optimized for off-road terrain activities. Any responsibility and liability with regards to damage to the vehicles in light of these intended activities, lies with Busiwagi;

2.2 Abovementioned segment (2.1) does not apply in the case of intent, improper treatment/handling of the vehicle, lack of control of the vehicle, external contingencies such as weather conditions, a lack of traffic insight, and the disregard for traffic rules, or not acting according to the directions of the guides;

2.3 Busiwagi is not responsible and not liable for the payment of fines for violations of traffic laws and other costs arising from these violations, collisions and accidents and any other effects whatsoever, including the resulting damage.

3. Other regulations

3.1 Busiwagi reserves the right to, without previous notice, alter parts of or the entire tour, as well as denying permission to drive, if deemed necessary, when for example the driving skills of the participant(s) prove to be questionable.

3.2 Openly rude, hateful, abusive or violent behaviour will not be tolerated at any time, to other guests, local population, guides, animals, nature or towards personnel of Busiwagi. Busiwagi reserves the right to, in extreme, incorrect situations, where the safety of the other parties is at risk, involve law enforcement or deny the offender(s) further participation in the tour. In such cases no refunds will be awarded.

3.3 The tours of Busiwagi are timed so that these, with respect to weather circumstances, take place in a favourable time of the year. However, many of the tours are done in areas in which the weather can change rapidly and significantly. Busiwagi cannot be held responsible for damage or changes in the program as a result of bad weather circumstances, natural disasters or other external threats. Busiwagi will, in case possible and foreseeable, offer and provide alternatives. In no case can there be any restitution of the (or part of) tour price.

3.4 The owners and employees of Busiwagi are not intended to guard over the safety of the participants. The participants are individually and as a group, responsible for their own safety. Busiwagi can therefore not be held accountable for any incidents during the tour that may result in injury or death of a participant, or damage to his/her property.

4. Food, drink and drugs

4.1 Busiwagi is not responsible for any food allergies or sickness caused by the consumption of the food and beverages offered. Participants are responsible for their own health and for determining whether certain food is safe for them to consume. By signing, the participants acknowledge that that the guide has been informed of any special dietary needs;

4.2 Drugs (legal or illegal) or liquor of any nature are strictly forbidden during the entire tour;

4.3 Only beer and wine are permitted in the camps that have been set up by the guides. These alcoholic beverages are not permitted before or during the drive. By signing this agreement participant acknowledges that Busiwagi is not responsible for any damage or negative effects that result from the consumption of alcohol in the camp. Guides may at any time, at their own discretion, prohibit the consumption of alcohol in the camp;

4.4 Smoking is not allowed in or near the vehicles. Smoking is allowed during the stops and in the camp. Cigarettes must be disposed of, under the watchful eye of the guide, in an environmentally responsible manner. Any possible consequences are for the participant.

5. Disclaimer, claims and damages

5.1 Each participant in a tour organized by Busiwagi, participates at his/her own risk and he/she releases Busiwagi from all liability;

5.2 The participant is personally responsible for the compliance with local regulations and for having or acquiring the required travel documents, passport/visa/tourist card/(international) driver's license, additional travel-luggage-accident-medical-cancellation insurance and advice about health matters. He/she bears all responsibility for any non-compliance with local regulations;

5.3 The participant gives Busiwagi full permission to use all the video images made during the tours;

5.4 Each participant agrees to waive all claims, now or in the future, against Busiwagi, its director and employees and other by Busiwagi engaged persons or companies that contribute in any way to the tours organized by Busiwagi (hereinafter to be collectively called the 'indemnitees') and to release the indemnitees from any responsibility in the event of loss, damage, costs or injuries, including death, that the participant may experience as a result of his/her participation in one or more tours, by whatever cause.

5.5 Each participant releases the indemnitees of any responsibility for loss, theft, delay and damage to properties, even if these were handed over to them;

5.6 Each participant releases the indemnitees of any responsibility for injuries incurred by third parties as a result of his/her participation in one or more tours. This release is also in effect and binding for his/her heirs, relatives, executors, administrators and representatives in the event of his/her death or disability.

5.7 This agreement and any rights, duties and obligations between the parties are governed by Surinamese law, regardless of where the tour takes place and regardless of the location where an accident may have occurred. Any disputes will be settled in accordance with Surinamese legal code.

6. Statement

6.1 In agreeing to and accepting this statement, I do not rely on any verbal or written statements of the indemnitees with regards to the safety of the tours of Busiwagi, other than those described in this document.

6.2 I hereby declare that the general terms and conditions and this statement have been presented to me, and that I have read and understand them. I am aware that by accepting these general terms and conditions and this disclaimer, I also waive certain legal rights that I or my heirs, relations, executors, administrators and representatives can have over the indemnitees.

Name

Date 20.....

Signature