



Risks, Retailer Responsibility & Acknowledgement of Risk and Release Form

Risks

All Oasis journeys or tours are intentionally designed to take travelers "off the beaten path" to places where facilities, infrastructure, and safety and other standards may be different and less sophisticated from those in a guests' home country. Journeys involve physical activity that can be demanding, depending on the physical condition of the traveler, and involve risk of serious personal injury, including permanent disability and death from accident, illness or the negligence of other persons. Medical facilities and services may not be easily accessible and may not be sophisticated. There are other risks associated with journeys, such as theft or loss of or damage to property. In addition some of the services provided in connection with each journey, including lodging, transportation, food service and local tours and activities, are obtained from independent suppliers over whom Oasis Inc and K. Benn Travel Inc have no control.

To be eligible to participate on an Oasis journey, travelers must accept these risks and assume full responsibility for any loss, injury, death or damage to them, their family or their dependants arising in connection with their participation, or the participation of their family, in the trips. Travelers must have their own insurance appropriate to their needs and the needs of their family or dependants in respect of such loss, injury, death or damage.

Retailer Responsibility

K. Benn Travel Inc. acts only as an agent on your behalf to reserve all the services included on the journey/tour and as such will exercise reasonable care in making the reservations with independent contractors who will provide the services included on the journey/tour. K. Benn Travel Inc. does not have any control over these independent contractors and therefore cannot assume any responsibility or liability for any claims, damages, expenses or other financial loss whether to person or property arising out of any injury, accident, death, cancellation, delay, alteration or inconvenience resulting from any act of omission, commission, or inadvertence of any hotel, carrier, or other company or person rendering any of the services included in the journey/tour or caused by weather, sickness, strikes, quarantines or the willful or negligent acts of any other travelers on the journey/tour or any other cause whatsoever beyond the control of K. Benn Travel Inc.

All or part of the deposits and final payment paid by the journey/tour participants to K. Benn Travel Inc. will be sent to the various independent contractors who supply services included on the journey/tour. All tickets, coupons and orders are furnished and issued subject in all respects to the terms and conditions imposed thereon. All prices are based on international exchange rates, quoted land, sea and airfares at time of brochure printing and are therefore subject to change. Each journey/tour participant authorizes K. Benn Travel Inc., should it become necessary or advisable, to alter the itinerary or arrangements for any reason whatsoever and agrees to pay the additional expense, if any. K. Benn Travel Inc., as the organizer of the group, has the right to decline or accept or to retain any participants or journey/tour members at any time and in such case the refund will be paid on the actual cost of the unfinished portion of the journey/tour.

Oasis Inc

8 Price Street, Suite 200, Toronto, Ontario, Canada M4W 1Z4

Toll free 1 800 563-4181 tel 1 (416) 934-0994 fax 1 (416) 934-1030 email info@oasisjourneys.com



Acknowledgement of Risk & Release

I have enrolled in an Oasis Inc. ("Oasis") journey/tour and agree with Oasis and K. Benn Travel Inc. ("K. Benn") as follows: I acknowledge that the journey/tour involves certain risks and potential dangers to me, including the risk of serious personal injury or death from accident, illness or the conduct of other persons, including K. Benn and Oasis personnel. I also acknowledge that there are other risks associated with the tour, such as theft or loss of or damage to my property. I have carefully considered all these risks, and I assume complete responsibility for them.

I understand and have carefully considered the risks involved in taking a trip of this nature. I agree that K. Benn and Oasis will not be responsible for and I assume all risk and accept full responsibility for any physical or mental injury, including permanent disability or death, or damages to or loss of any property even if caused or alleged to have been caused in whole or in part by the conduct, including the negligence, of Oasis or K. Benn, or any of their employees, guides, agents or independent contractors. I further agree that I will not sue Oasis or K. Benn, or their employees or guides in respect of, and I hereby forever release them from, any claims arising in connection with my participation in the journey/tour arising from any physical or mental injury, including permanent disability or death, or damages to or loss of any property. I further agree that I will hold Oasis and K. Benn, and their employees and guides harmless in respect of any such claims made by: i) my family members or dependants; and ii) third parties, which I, my estate, my family members or dependants have sued if damages are recovered from such third parties to the extent the third party claims and obtains complete or partial indemnification from Oasis or K. Benn or their employees or guides. Notwithstanding any of the above, if I have suffered any loss due to any reckless or fraudulent conduct on the part of Oasis or K. Benn, or any of their employees, guides or agents, I retain the right to sue only Oasis Inc. in respect of that conduct.

I intend that this Acknowledgement of Risk and Release will be binding upon my heirs, successors and legal personal representatives and I agree that any dispute arising out of or relating to this agreement or the journey/tour will be resolved exclusively in the courts of the Province of Ontario and will be governed exclusively by Ontario law.

I have carefully read and agreed to the terms and conditions set out in Oasis' Terms and Conditions, Risks, Retailer Responsibility, and Acknowledgement of Risk and Release. I understand that these documents govern my rights and limit my potential remedies and I nevertheless agree to the terms set out in these documents and sign this document voluntarily and knowingly.

Print Name	Signature	Date
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Print Name	Signature	Date
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Please sign and return along with the completed Reservation Form to:

**Oasis Inc & K. Benn Travel
8 Price Street, Suite 200
Toronto, Ontario M4W 1Z4 CANADA**

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