**LIMITATION OF LIABILITY**

Fatima Bacot, an Australian operation with its principal place of business in Queensland, Australia, gives notice that services provided in connection with the Itinerary are rendered by suppliers who are not agents or employees of Fatima Bacot. All the accommodations, meals, tours, transportation and/or related services have been made by Fatima Bacot on behalf of the individual Tour Participant. ​

While every effort is made to make travel arrangements with reputable suppliers, a Tour Participant expressly agrees that Fatima Bacot shall not be liable for any delay, mishap, inconvenience, expense, irregularity, bodily injury or death to person, or damage to property occasioned through the negligence, wrongful or intentional acts, or default of any company or individual engaged in providing this arranged Tour. Each passenger conveyance, tour company, hotel accommodation, restaurant, etc. is subject to the laws of the state or country where the service is provided.​

Fatima Bacot shall not be liable, directly or indirectly, for bodily injury or property damage for any reason whatsoever, including, but not limited to the following causes: acts of God, pandemics, epidemics, detention, annoyance, weather, quarantines, strikes, civil disturbance, theft, negligence including negligence of Fatima Bacot, default, changes in government regulations, terrorism, war or failure of conveyance to arrive or depart as scheduled.​

Fatima Bacot reserves the right to substitute hotels and guides and to alter the itinerary when deemed necessary or advisable. The right is also reserved to cancel any Tour prior to departure. Fatima Bacot is released from any and all liability for cancellation of any Tour, or portion thereof, except for payment of a **land cost as set** forth in the section on "Cancellation and Refunds."​

Fatima Bacot reserves the right to decline to accept or retain any person whose actions, physical heath, mental condition or general deportment impede Tour operation or rights, welfare or enjoyment of other Tour Participants. A refund based on the cost of unused land services is the limit of Fatima Bacot’s responsibility, if possible to recover.

Fatima Bacot is not responsible for any refunds should a co-presenter advertised as attending or leading a Tour event cancels for any reason. However, should Fatima Bacot choose to cancel her participation in this Tour for any reason, every effort will be made to refund your deposit and payments made which have not been previously sent to foreign and travel suppliers as outlined above. ​

Fatima Bacot is not responsible for any physical, mental, emotional, or any other reaction, trauma, or ailment during the Tour or occurring afterwards, that participants may experience at the sites or from any leaders, workshops, or sessions of any kind. Attendance on the Tour indicates acceptance of this and all other provisions of this responsibility clause. ​

**INSURANCE**

Fatima Bacot has recommended the independent purchase of appropriate travel, medical, covid19, cancellation and accident insurance, baggage insurance, tour operation carrier default protection insurance, and trip cancellation insurance, etc and the Tour Participant is urged to purchase such insurance as protection against certain risks of travel to the planned destination. The Tour Organizer carries no insurance whatsoever for the Tour Participants.

**TOUR PARTICIPANT RESPONSIBILITY**

Tour Participants are held responsible for being in sufficient good health to undertake the Tour. Any prospective Tour Participant with a disability, pre-existing medical condition, or medical history requiring special attention or treatment, should advise the Tour Organizer at time of booking the reservation. Tour members are responsible for preparing for this Tour by studying the itinerary and pre-departure information, and for discussing the Itinerary with their personal physician, if need be. Tour Participant acknowledges that he or she is voluntarily, wilfully and with full knowledge participating in certain activities by choice. Tour Participants who are unable to travel alone or who would require special assistance or handling must be accompanied by a companion who will provide the required assistance. The Tour Organizer assumes no responsibility for cases such as these.

Tour Participants are responsible to obtain any required travel documents and visas if necessary and to make sure all documents are current and up to date.

Tour Participants are responsible for complying with any health requirements and vaccinations of any countries visited, including the departure and return to their own. Tour Participants are also responsible for bringing the appropriate clothing, medicines, supplies and equipment as advised in the pre-departure information. Tour Participants are expected to hold each other in compassionate regard, and to interact with each other with respect.

**OFFICIAL COVID-19 LIABILITY WAIVER**

​Tour Participants will be required to provide proof of a negative Covid test result (PCR or RAT) taken within 72 hrs prior to arrival.