



Address: 305 Milner Avenue, Suite 103, Scarborough Ontario M1B 3V4
E-Mail: book@sabatravels.com Web: <http://www.sabatravels.com>
Tel: 416-926-8250, 1-800-387-1995 Fax: 416-926-9789

Exclusion of Liability and Indemnity

WHEREAS Saba Travel & Tours Ltd., located at 305 Milner Avenue, Suite 103, Scarborough Ontario M1B 3V4, its officers, director, employees, servants and volunteers, is in the business of providing Umrah services and assisting Umrah Pilgrims to perform their Umrah Pilgrimage in Saudi Arabia ("Services");

AND WHEREAS you are entering into a legally binding agreement with Saba Travel & Tours Ltd. to provide you with the Services;

AND WHEREAS you confirm that you have been advised by Saba Travel & Tours Ltd. and that you recognize that Saba Travel & Tours Ltd. does not own, manage, control or operate any transportation vehicle, hotel, resort, restaurant or other supplier and is not responsible for their acts or omissions;

NOW THEREFORE IN CONSIDERATION of Saba Travel & Tours Ltd. providing the Services, I agree as follows:

1. Saba Travel & Tours Ltd. shall not be responsible for, or assume liability in connection with, any loss, damage, expense or injury, whether physical or mental, resulting from any delay, or any act, omission, negligence or commission of any party supplying any of the services or accommodations, its agents, servants, employees, subcontractors, or for any claims for such loss, damage or injury, whether physical or mental, arising there from, or from any cause that arises by reason of actions of parties other than Saba Travel & Tours Ltd.. Without limiting the generality of the foregoing, Saba Travel & Tours Ltd. shall not be responsible for, or assume liability in connection with, any injury, damage, death, loss, additional expenses or accidents, suffered by me, in any manner whatsoever, including as a result of defects in any vehicle, or through the acts or defaults of any company or person engaged in transporting me.
2. Saba Travel & Tours Ltd. shall not be responsible or liable in connection with any losses or additional expenses occasioned by me as a result of the acts of God, delay or changes in schedules, overbooking or sickness, weather, strikes, war, quarantines, epidemics, pilferage, customs or immigration regulations or other acts or circumstances in this connection beyond Saba Travel & Tours Ltd.'s reasonable control.
3. All or any such losses and expenses as aforementioned will be borne by me and will be my sole responsibility to the complete exclusion of Saba Travel & Tours Ltd.
4. I FURTHER AGREE to release and forever discharge Saba Travel & Tours Ltd. from any and all actions, causes of action, claims and demands for, upon, or by reason of any damage, loss or injury, to me and my property which may be sustained in consequence of the losses and expenses as aforementioned.
5. I FURTHER AGREE TO INDEMNIFY and save harmless Saba Travel & Tours Ltd. against and from any and all claims and demands, actions, and claims for contribution or indemnify, whether under any statute or otherwise, which may be made or brought against Saba Travel & Tours Ltd., including the costs of defence of such action and claim, as any such claims or demands relate to my Hajj Pilgrimage.
6. I FURTHER AGREE that Saba Travel & Tours Ltd. shall not be required to provide any refunds or adjustments for portions of the Services not utilized

Full Name

Signature

Date

Witness Full Name

Signature

Date