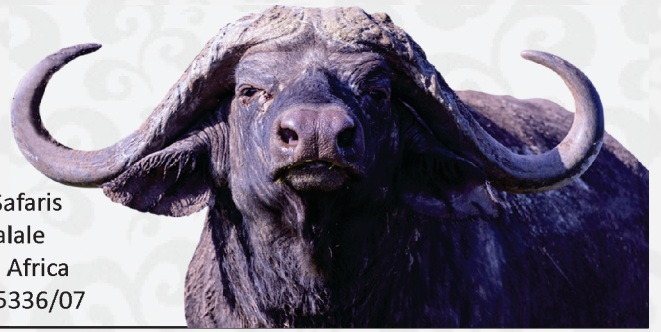




African Guide Safaris  
Afguns, Lephalale  
Limpopo, South Africa  
Reg Nr. 2019/625336/07



# INDEMNITY FORM WAIVER, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY - WARNING: BY SIGNING THIS AGREEMENT YOU GIVE UP THE RIGHT TO SUE FOR ANY INJURY OR DAMAGES HOWSOEVER CAUSED

**PARTIES:**

AFRICAN GUIDE SAFARIS (hereinafter referred to as “the Outfitter”) and employees, representatives, officers and agents (collectively referred to as “the Outfitter Employee’s”).

and

Full Names: \_\_\_\_\_

Identity Number: \_\_\_\_\_

Passport Number: \_\_\_\_\_

Physical Adress: \_\_\_\_\_

Cellphone Number: \_\_\_\_\_

Email: \_\_\_\_\_

Name of Emergency Contact: \_\_\_\_\_

Cellphone Number of Emergency Contact: \_\_\_\_\_

- I, whose personal details appear above, hereby sign this agreement on behalf of myself, my personal representatives, heirs and assigns.
- I agree as a precondition to my participation in a hunting activity organized by the Outfitter and conducted by the Outfitter and / or the Outfitter” Employees, and in further consideration of the Outfitter allowing me to do so, to be strictly bound by the terms of this waiver, assumption of risk and indemnity agreement (hereinafter referred to as “this Agreement.”)
- I acknowledge that hunting activities involve INHERENT RISKS that may cause SERIOUS INJURY AND POSSIBLE DEATH TO PARTICIPANTS.
- I further recognize that hunting activities involve ADDITIONAL RISKS AND DANGERS.
- I fully understand the risk and dangers associated with my participation in this hunting activity and ACCEPT SAME ENTIRELY AT MY OWN RISK.
- I hereby WAIVE ANY AND ALL CLAIMS which I may have against the Outfitter and the Outfitter’s Employees and release the Outfitter and the Outfitter Employees from all liability for injury, death, property damage or any other loss sustained to me a result of my participation in this hunting activity, DUE TO ANY CAUSE WHATSOEVER including without limitation, negligence on the part of the Outfitter or the Outfitter’s Employees.

- I further AGREE TO INDEMNIFY the Outfitter and the Outfitter's Employees for any and all legal fees (on a solicitor and his own client basis) or costs which may be incurred in defending any lawsuit or claim I bring against them.
- I appreciate that this Agreement applies whether the Outfitter is at fault or not and it limits the liability of the Outfitter's Employees to the same extent as it limits the liability of the Outfitter even though the Outfitter's Employees are not formal parties to this Agreement.
- I understand that the Outfitter in securing execution of this agreement by myself, is acting as agent or trustee on behalf of or for the benefit of the Outfitter's Employees, who shall to this extent be or deemed to be parties to this Agreement.
- I am fit, in good health and that there is nothing, which renders me, unfit to undertake a hunting safari.
- I understand and appreciate fully the fact that I may before, during and after the completion of this safari, contract disease, be injured or killed as a result of the use of firearms, motor vehicles, aircraft or any other equipment of any nature whatsoever; as a result of the hunting of wild and dangerous animals, camping in bushveld areas, food I may eat or the liquids I may drink; or as a result of being bitten by snakes, scorpions, ticks or any other dangerous or poisonous animals or insects; or as a result of lack of care or skill or the negligence of the Outfitter and the Outfitter's Employees.
- I voluntarily assume the risk inherent in taking part in such a safari and I together with my heirs, executors and administrators, hereby release the Outfitter and the Outfitter's Employees, from any duty of care towards me.
- I resume full responsibility for the behavior of all members of my party and hereby indemnify the Outfitter and the Outfitter's Employees against any claims of whatsoever nature may be made by or on behalf of any third party arising directly or indirectly as a result of the activities of myself or any other member of my party.
- I have read and understand this Agreement. I understand that this document contains an undertaking not to sue the Outfitter or the Outfitter's Employees and a release and indemnity for all claims.

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Date:

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Signature:

## **RULES:**

We hope that your stay with us will be an unforgettable experience. To ensure that your stay with us is enjoyable, please take note of the following rules, regulations, and safety measures.

### **GENERAL RULES:**

- Upon arrival every guest (hunters as well as other guests) will be required to sign and execute this Waiver of Liability and Indemnity. Visitors who do not adhere to this regulation will be denied entry. • Kindly refrain from smoking inside the houses / chalets.
- No fires are permitted outside the dedicated fire places/braai areas in and around the lodge.
- Rooms and living areas will be serviced/cleaned once a day. Our friendly staff will assist you in every way possible to make your stay with us as memorable, pleasant and stress free as possible.
- Guests are to refrain from littering. All paper and other litter should be collected and discarded at the dedicated areas.

### **HUNTING RULES:**

- No hunting will be permitted unless or until a hunter signs and executes this Waiver of Liability and Indemnity.
- Hunting will only be permitted during the times agreed with the Outfitter.
- Prior to the hunt (the day before or the morning of the hunt), a few shots must be fired at the designated shooting range to ensure that the rifle/telescope combination are set correctly and also to determine whether the hunter is a competent shot.
- The use of alcohol during hunting is strictly prohibited and no persons under the influence of alcohol will be permitted to use a weapon.
- During all hunting activities hunters shall be accompanied and be supervised by a Personal Hunter (PH). No Hunters will be permitted to hunt without being accompanied by a PH.
- Only game species specified in the hunting list as provided may be hunted. No rounds may be fired at any plants, trees or other animal or bird not specified in the hunting list provided. A penalty equal to three times the replacement value of the animal shall be payable.
- Any game wounded and not located will be deemed as legitimately hunted by the Hunter and the Hunter shall be liable to pay the listed price for the animal concerned. Any blood, bone, hide, flesh or hair of an animal

which may be found will be deemed to constitute satisfactory proof that the animal had been wounded.

- If an animal has been wounded, it will be the responsibility of the Hunter concerned with the assistance of the PH and field guides to locate the wounded animal. All reasonable efforts shall be made to locate a wounded animal.
- The Hunter concerned shall not be permitted to continue with hunting activities until a wounded animal has been located or until a PH decides that a wounded animal cannot be located despite all reasonable efforts to locate such animal. The owner has the right to withdraw hunters, observers, and guides at any time and/or halt hunting activities until wounded animals have been tracked down.
- Hunters are to refrain from littering. All cartridge shells, paper and other litter should be collected and discarded at the lodge or camp.