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**INDEMNITY/WAIVER**

**ACKNOWLEDGEMENT OF RISK AND RELEASE OF LIABILITY BY PARTICIPANTS IN  
RESPECT OF SAFARI ACTIVITIES PROVIDED IN SOUTHERN AFRICA**

The following waiver of all claims, release from all liability, assumption of all risks, warranty not to sue or institute any other action against any party contemplated herein and further ancillary terms of agreement are entered into by me, the undersigned (the "Participant"), with and for the benefit of De Klerk Safaris, its owner(s), employees, volunteers, business operators, partners, agents, associated companies and the site property owners of lessees of properties on which Safari Activities are carried out as well as any other person (whether natural or a legal entity) whatsoever that the Participant may in any way come into contact with or be referred to by any of the aforesaid persona for purposes of or in relation in any way to Safari Activities (all of the aforementioned persona are hereinafter collectively referred to as the "Host").

Without limiting the generality hereof, Safari Activities includes but is not limited to: Trophy Hunting, Wing Shooting, any other shooting or hunting activity, Touring, Sight Seeing, Conveyance as Passenger or Driver in or on any Vehicle on Public or Private Roads or in die Bush or in die Veld, Rock Climbing, Swimming in or the Crossing of and Rivers, Dams or Reservoirs, and/or any other activity or service whatsoever provided by the "Host" or any other persona (as contemplated above) to the "Participant".

**I, the undersigned, (full names, residential address and passport no.)**

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Having carefully read and understood this waiver before participating in Safari Activities, hereby declare:

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1. I am aware that there are inherent dangers, hazards and risks ("Risks") associated with "Safari Activities" and injuries resulting from the "Risks" are a common occurrence. I am aware that the "Risks" of "Safari Activities" mean those dangerous conditions which are integral parts of "Safari Activities", including but not limited to:
  - (a) the propensity of any wild animal to behave in ways that may result in injury,

harm, or death to persons, other animals or objects;

- (b) the unpredictability of a wild animal's reaction to such things as sounds, sudden movement, tremors, vibrations, unfamiliar objects, persons or other animals;
  - (c) the inherent danger that wild animals, reptiles, insects and plants poses for persons, other animals and objects;
  - (d) the potential for other participants and other persons to behave in a negligent manner that may contribute to injury to themselves or others;
  - (e) conveyance in or the driving of or on any vehicle (open or closed) on roads, in the bush or veld, whether such roads are of a private or public nature;
  - (f) the potential for drowning while swimming in, or the crossing of, any river, dam or reservoir;
  - (g) the inherent danger associated with rock climbing due to the nature of the terrain itself and the potential for other participants and other persons to behave in a negligent manner that may contribute to injury to themselves or others.
2. I freely accept and fully assume all responsibility for all "Risks" and possibilities of any and all personal injury, death, damage to property or loss resulting from my participation in "Safari Activities".
3. I agree that although the Host has taken steps to reduce the "Risks" and increase the safety of the "Safari Activities", it is not possible for the Host to make the "Safari Activities" completely safe and/or Risk free. I accept these "Risks" and agree to the terms of this waiver even if the "Host" is found to be negligent or in breach of any duty of care or any obligation to me in my participation in "Safari Activities".
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4. In addition to consideration given to the Host for my participation in "Safari Activities", I and my heirs, next of kin, executors, administrators and assigns agree:
- (a) to waive all claims that I have or may have in the future against the Host; and
  - (b) to release and forever discharge the "Host from all liability for personal injury, death, damage to or loss of property, or loss resulting from my participation in "Safari Activities" due to my cause, including but not limited to negligence (failure to use such care as a reasonable prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract or mistake or error in judgment of the "Host"; and
  - (c) to be liable for and to hold harmless and indemnify the Host from all actions, proceedings, claims, damages, costs, demands, including court fees and costs on an attorney and own client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with my participation in "Safari Activities";
5. I agree that this waiver and all terms contained herein are governed exclusively and

in all respects by the laws of the country, Province or Territory of Southern Africa in which the "Safari Activities" are provided by the Host. I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Country, Province or Territory of Southern Africa and I agree that no other court can exercise jurisdiction over the terms and claims referred to herein. Any litigation to enforce this waiver will be instituted in the Country, Province or Territory of Southern Africa in which the "Safari Activities" are provided by the "Host".

- 6. I confirm that I have reached the age of majority in the Country in which I am participating in Safari activities and have had sufficient time to read and understand this waiver in its entirety. I understand that this agreement represents the entire agreement between myself and the Host and that it is binding on myself and my "Legal Representatives".
- 7. Each of the provisions contained in this agreement and in each clause and sub-clause hereof shall be construed as independent of every other such provision to the effect that, if any provisions of this agreement shall be determined to be illegal, invalid and/or unenforceable, then such determination shall not affect any other provisions of this Agreement all of which shall remain in full force and effect.

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**THUS DONE & SIGNED AT** ..... **THIS** .....

DAY OF ..... 2013.

.....  
 PARTICIPANT (**Client**)                      PARTICIPANT (**Observer**)                      Host (**Witness**)

I , the undersigned, (full names)

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In my capacity as parent/legal guardian\* of the above participant, agree to the said minor participant taking part in Safari Activities, on the abovementioned dates and agree that the said minor shall be subject to the terms and conditions of this indemnity.

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 PARENT / LEGAL GUARDIAN  
 (\*Delete which is not applicable)  
 SIGN and fax back to us at 0866 333 526 and or dksafaris@vodamail.co.za or  
 dksafaris@gmail.com