



## **INDEMNITY/WAIVER**

*Acknowledgement of Risk and Release of Liability by Participants in respect of Safari Activities:*

### **GENERAL:**

- The following constitutes a waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of agreement that are entered into by me (the "Participant") with and for the benefit of **ORYX TRAIL & HUNTING SAFARIS**, its owner(s), employees, volunteers, business operators, agents and site property owners or lessees (the "Host").
- Without limiting the generality of the foregoing, Safari Activities includes but is not limited to: Trophy Hunting, Wing Shooting, Touring, Sight Seeing, Conveyance as Passenger in or on any Vehicle on Public or Private Roads or in the Bush or in the Veld, provided by the "Host" to the "Participant".

**WHEREAS ORYX TRAIL & HUNTING SAFARIS**, a closed corporation, duly registered under the laws of South Africa, with registration number: CK2006/024286/23 conducts, hunting safaris, which embrace, *inter alia*, air travel, vehicular travel and the hunting of wild and dangerous game on land owned by various landowners at The Farms Rossdale, Woodstock and Retreat in the district of Kuruman, and any other farm or premises or area which may be used from time to time as part of the said Safari Activities.

### **AND WHERE I, THE UNDERSIGNED:**

Name(printed): \_\_\_\_\_

Identity number: \_\_\_\_\_

Nationality: \_\_\_\_\_

Passport number: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

have agreed with **ORYX TRAIL & HUNTING SAFARIS** to go on a safari from:

Date \_\_\_\_\_ (dd/mm/yyyy) to \_\_\_\_\_ (dd/mm/yyyy);

**AND WHEREAS** I fully realize that a grave risk exists of my becoming sick or being injured or killed or of any of my property being damaged or destroyed, before, during or after such safari as a result of *inter alia*, the use of fire-arms, motor vehicles, aircraft or any other equipment of any nature whatsoever, the hunting of wild and dangerous animals, camping in low lying bushveld areas, the food I may eat or the liquids I may drink or being bitten by snakes, scorpions, ticks or any other dangerous or poisonous animal or insect whatsoever, or that I may be affected by poisonous plants or trees, or as a result of lack of care or skill or the negligence of **ORYX TRAIL & HUNTING SAFARIS**, its agents, employees, servants and/or the land owners from whom hunting rights are purchased or leased as also their agents, employees and servants;

**AND WHEREAS** notwithstanding the knowledge and the appreciation of the risk and dangers involved, I am still desirous or going on the said safari and am prepared to waive all claims of any nature whatsoever.

**NOW THEREFORE:**

**I, THE UNDERSIGNED,** \_\_\_\_\_ **(the participant)**  
having carefully read and understood this waiver before participating in Safari Activities, hereby declare:

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 an integral part 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 on any vehicle (open or closed) on roads, in the bush or veld;
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. 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";
  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 hereby waive any claims of any nature whatsoever I may have or have in the future against **ORYX TRAIL & HUNTING SAFARIS**, its agents, employees, servants and/or the landowners on whose land hunting takes place as also their agents, employees and servants (hereafter collectively referred as "the Host");
    - (b) to waive any claims of any nature whatsoever which any dependant child or family member may have against the "Host" and I warrant by my signature that I have full authority to waive on behalf of and to represent all the members of my family and/or dependants who may have a claim against the company;
    - (c) to release and forever discharge the "Host" from all liability for personal injury, death, damage to property, or loss resulting from my participation in "Safari Activities" due to any 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
    - (d) 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 confirm that I have taken individual insurance for personal injuries, loss or damage to baggage, and for legal liability, whether it being personal liability or public liability;
  6. 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";

7. I confirm that I have had sufficient time to read and understand this waiver in its entirety. I understand that this agreement represents the entire agreement between me and the "Host" and that it is binding on me and my "Legal Representatives";

8. I confirm that I have reached the age of majority in the Country in which I am participating in Safari activities.

**THUS DONE & SIGNED AT \_\_\_\_\_ THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 200\_\_\_\_\_**

\_\_\_\_\_  
*PARTICIPANT (Client)*

\_\_\_\_\_  
*PARTICIPANT (Observer)*

\_\_\_\_\_  
*HOST*

DEPENDANTS:

1. \_\_\_\_\_ (NAMES)
2. \_\_\_\_\_ (NAMES)
3. \_\_\_\_\_ (NAMES)

AS WITNESSES:

1. \_\_\_\_\_
2. \_\_\_\_\_

**PARENT/LEGAL GUARDIAN CONSENT:**

I, the undersigned, (full names)

\_\_\_\_\_  
in my capacity as parent/legal guardian\* of the above participant, agree to the said minor participant taking part in hunting and/or Trophy Hunting and/or Wing Shooting, on the abovementioned dates and agree that the said minor shall be subject to the terms and conditions of this indemnity.

\_\_\_\_\_  
**PARENT/LEGAL GUARDIAN**

(\*Delete which is not applicable)