

**WE MUST HAVE THIS ON YOUR FILE BEFORE YOU ARRIVE IN SOUTH AFRICA**

**INDEMNITY/WAIVER**

Acknowledgement of Risk and Release of Liability by Participants in respect of Safari Activities provided by Somerby Safaris in Southern Africa

The following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of agreement are entered into by me (the "Participant") with and for the benefit of SOMERBY SAFARIS Close Corporation, registration number: 2008/086768/23, 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".

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

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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 waive all claims that I have or may have in the future against the "Host";
  - (b) 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
  - (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";

