

EXCLUSION OF LIABILITY & INDEMNITY

PLEASE READ CAREFULLY BEFORE SIGNING
THIS IS A RELEASE OF LIABILITY AND A WAIVER OF CERTAIN LEGAL RIGHTS
THIS IS CONSENT AND AN ACKNOWLEDGEMENT AND ASSUMPTION OF RISK

THE FOLLOWING WAIVER OF ALL CLAIMS, RELEASE FROM ALL LIABILITY, ASSUMPTION OF ALL RISKS, AGREEMENT NOT TO SUE AND OTHER TERMS OF THIS AGREEMENT ARE ENTERED INTO BY ME, THE UNDERSIGNED, WITH AND FOR THE BENEFIT OF GDW LODGES (PTY) LTD AND BOKMAKIRRIE (PTY) LTD AND BOTH COMPANIES' OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, BUSINESS OPERATORS, AGENTS, SUB-CONTRACTORS, LESSEE, SERVANTS, ASSOCIATES, GUESTS, INVITEES, AND ANY PERSONS CONNECTED WHETHER DIRECTLY OR INDIRECTLY WITH GDW LODGES (PTY) LTD AND BOKMAKIRRIE (PTY) LTD (Referred to as "Host" below) IN OR AROUND BLUE CANYON PRIVATE GAME RESERVE (Referred to "BCPGR" below)

1 I, the undersigned, hereby acknowledge that I am well acquainted and fully aware of the dangers and risks associated with game reserves and game lodges, from the presence of wild and dangerous animals and the real risk of suffering bodily harm, death and / or damage to or loss of property which arise as a result of an encounter with and / or presence of wild and dangerous animals whilst on the premises or property within the "BCPGR" and / or of the "Host".

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2 I, the undersigned, hereby acknowledge that there may be dangers and risks associated with visiting the "BCPGR" and / or the "Host" facilities and amenities and whilst climbing on or off and / or being transported in or on the "BCPGR" and / or the "Host" vehicles within the "BCPGR" and the surrounding areas.

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3 I, the undersigned, confirm that I am aware that the area is a malaria area and further that I will be participating in activities in and around the "BCPGR" which are inherently dangerous, including but not limited to, the viewing of game and wildlife from open and / or closed vehicles privately and / or through the "Host" within the "BCPGR" as well as the surrounding areas.

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4 I, the undersigned, fully understand and accept that ANY movement within the "BCPGR" as well as the surrounding areas by ANY means, and participation in ANY activities of ANY nature whatsoever shall be undertaken at own risk. I, the undersigned, confirm that my participation in the activities within the "BCPGR" and on the premises and property of the "Host" is purely voluntary. No one is forcing me to participate and I elect to participate despite the risks. I am voluntarily using the services of the "Host" with full knowledge of the inherent risks, hazards and dangers involved and hereby assume and accept all risks.

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5 I, the undersigned, understand and accept that the "Host" and / or other Landowners within the "BCPGR" as well as surrounding areas are not responsible in any way if myself, or any of my family members, my guests or my employee are killed, injured or if my property is lost, stolen or damaged due to my participation in any activity, as well as arising indirectly out of any damage, loss, injury, paralysis, or death to me or my property, whether such damage, loss, injury, paralysis, or death results from NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, of the "Host" and / or other Landowners within the "BCPGR" as well as surrounding areas.

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6 I, the undersigned, hereby knowingly and intentionally waive indemnity, hold harmless and abandon any claim(s) which I, my dependants, my employees or my executors, may have, at any time, against the "Host" and its Insurers and other Landowners within the "BCPGR" as well as surrounding areas:

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- a) arising out of, or in connection with, or as a result of, any loss of or damage to property owned by me, and / or
- b) that may arise in connection with, or as a result of, my death, or injury to myself and my family members, guests and employees, in the course of our visit or stay, or as a consequence of our visit or stay, participation in activities of any nature whatsoever privately.

7 I, the undersigned, hereby indemnify, hold harmless and absolve the "Host" and its Insurers and other Landowners within the "BCPGR" as well as the surrounding areas against and from any or all claims whatsoever which:

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- a) may arise in connection with, or as a result of, any loss or damage to property owned by any of my minor children and / or
- b) may arise in connection with, or as a result of, the death of or injury to any of my minor children, in the course of their visit or stay, or as a consequence of their visit or stay, participation in activities of any nature whatsoever.
- c) may arise from my participation in any services offered by the "Host" and / or other Landowners within the "BCPGR" as well as the surrounding areas.

8 I, the undersigned, confirm that I've had sufficient time to read and understand this waiver in its entirety. I, the undersigned, understand that this agreement represents the entire agreement between myself and the "Host" and its binding on myself and my Legal Representatives.

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Signed at _____ Date _____

Full Name _____

ID nr _____ Signature _____