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| **WARNING! YOUR ATTENTION IS HEREBY EXPRESSLY DRAWN TO THIS DOCUMENT WHICH IS A WAIVER, ASSUMPTION OF RISK AND INDEMNITY OF PHUTI GAME RESERVE (PTY) LTD AND LAMAI SAFARI SOUTH AFRICA (PTY) LTD.** **IT IS HEREBY BROUGHT TO YOUR ATTENTION THAT BY SIGNING THIS AGREEMENT YOU:**1. **ACKNOWLEDGE THAT ALL THE ACTIVITIES ON THE PREMISES OF PHUTI GAME RESERVE (PTY) LTD AND LAMAI SAFARI SOUTHAFRICA (PTY) LTD BY THEIR VERY NATURE INVOLVE AN INHERENT RISK THAT MAY CAUSE SERIOUS INJURY AND / OR HARM; AND**
2. **WAIVE YOUR RIGHTS (AND THOSE ON BEHALF OF WHOM YOU SIGN THIS AGREEMENT) TO CLAIM DAMAGES OR HOLD PHUTI GAME RESERVE (PTY) LTD AND LAMAI SAFARI SOUTH AFRICA (PTY) LTD RESPONSIBLE OR LIABLE FOR ANY AND ALL INJURY AND / OR HARM THAT MAY OCCUR TO YOU. FURTHERMORE THAT YOU INDEMNIFY PHUTI GAME RESERVE AND LAMAI SAFARI SOUTH AFRICA FROM ANY AND ALL INJURY AND / OR HARM THAT MAY OCCUR.**
3. **ACKNOWLEDGE AND ACCEPT THAT THIS WAIVER, ASSUMPTION OF RISK AND INDEMNITY SHALL EXTEND TO YOUR EXECUTORS, CURATORS, HEIRS AND ASSIGNS**
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**WAIVER, ASSUMPTION OF RISK AND INDEMNITY**

I, the undersigned,

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| **NAME & SURNAME**  |  |
| **IDENTITY NUMBER /** **\*PASSPORT NUMBER** |  |
| **MOBILE NUMBER** |  |
| **RESIDENTIAL ADDRESS**  |  |
| **\*\*DETAILS OF MINOR(S)** |  |
| **RELATIVE NAME & PHONE NUMBER** |  |

\*Kindly indicate whether or not you are a permanent resident of the Republic of South Africa.

\*\*Should a minor child / children accompany the undersigned, the undersigned hereby acts in his / her capacity as parent / legal guardian or otherwise authorised representative of the minor(s) whose details are set out above hereby acknowledge that the undertakings, warranties, indemnities and waivers as set out herein are furnished in favour of Phuti Game Reserve (Pty) Ltd and Lamai Safari South Africa (Pty) Ltd (hereinafter collectively referred to as “the Company”) its directors, shareholders, principals, partners, employee’s, contractors, insurers, representatives and its successors in title, in consideration of being permitted to enter onto the premises, participate in the Activities offered by the Company and use the property of the Company for whatsoever reason, which includes but is not limited to; hunting excursions / tours, the viewing of game and / or wildlife on foot and from open and / or closed vehicles, bush walks, bird viewing, hiking, quad bike rides, lodging and any other recreational activities (hereinafter collectively referred to as “the Activities”).

1. **Acknowledgments:**
	1. I acknowledge that entry to the premises, participation in the Activities and use of the property of the Company is at my own risk and that I voluntarily enter into the premises of, participate in the Activities and use the property of the Company.
	2. I hereby acknowledge that I am fully aware of and appreciate the real dangers and risks that are associated with game reserves and / or game lodges, safari expeditions, game and / or wildlife hunting. I further acknowledge the real dangers and risks that arise from the presence of wild and dangerous animals, reptiles, birds and insects at the premises or property of the Company.
	3. I acknowledge the real risk of suffering bodily harm, injury, death and / or loss of property which may arise as a result of an encounter with and / or the presence of wild animals, reptiles, birds, insects and other hunters on the premises or property of the Company.
	4. I acknowledge that whilst on the premises of the Company I may participate in the Activities offered by the Company which are inherently dangerous and I understand and accept the risks inherent in the Activities and acceptance of risks extends to those accompanying me for whom I am responsible. I accept the aforementioned entirely at my own risk.
	5. I acknowledge and agree that I am personally responsible for my health and safety whilst at the premises or property of the Company.
	6. I confirm that my general health and physical condition does not preclude me from participating in any of the Activities provided by the Company.
	7. I agree to comply with all policies and rules of the Company including but not limited to policies, guidelines, signage and procedures **(including ad hoc policies and procedures which may be adopted and enforced as a result of Covid-19 and / or any other contagious or infectious diseases)**.
	8. I agree to abide to the instruction of the guides or representatives of the Company whilst on any excursion or whilst performing any of the Activities provided by the Company.
	9. I agree to abide with the decision of the guide or representative of the Company to take down any trophy with his rifle that I have shot at; if in his or her discretion the animal holds or poses a threat to human life or to prevent unnecessary misery and / or pain to the animal.
	10. I acknowledge that this waiver of liability, assumption of risk and indemnity shall bind me personally, my executors, curators, heirs, assigns and next of kin and be applicable to any and all accidents, injury or event and I hereby personally accept liability and responsibility for my actions.
	11. I agree and acknowledge that in the event of injury the Company may at its discretion and without prejudice and without admission of liability arrange for emergency medical treatment for me or anyone for whom I assume responsibility.
	12. I also agree that photographs taken of me and anyone for whom I assume responsibility whilst engaging in any of the Activities offered by the Company may be used for promotion and publicity purposes by the Company.
2. **Waiver:**

I hereby waive any and all claims of whatsoever cause or nature, howsoever arising against the Company its directors, shareholders, principals, partners, employee’s, contractors, insurers, representatives and its successors in title or any person connected to the Company whether directly or indirectly with the running and / or operations of the Company and other guests of the Company which I, my dependents, executors or curators might have arising out of any harm, injury, illness, death or loss suffered whilst on the premises or property of the Company and whether arising from an act of commission or omission on the part of those hereby indemnified or anyone of them.

1. **Warranties:**

I hereby warrant that I have comprehensive travel insurance and that I shall ensure that such travel insurance remains in force and is valid for the duration of my stay on the premises or property of the Company.

1. **Indemnity and limitation of liability:**

I hereby indemnify and hold harmless and free the Company its directors, shareholders, principals, partners, employee’s, contractors, insurers, representatives and its successors in title or any person connected to the Company whether directly or indirectly with the running and / or operations of the Company and other guests of the Company from any and all claims of whatsoever cause or nature which may arise on behalf of my spouse, children (whether minor or major), relatives and / or persona accompanying me to the premises or property of the Company wo suffer harm, injury, illness, death or loss whilst on the premises or property of the Company and whether arising from an act of commission or omission on the part of those hereby indemnified or anyone of them.

1. **Conditions Precedent to Hunting Activities:**
	1. Your attention is hereby expressly drawn to the following conditions precedent in respect of hunting activities:
		1. Your participation in any hunting activities is subject to the following conditions:
			1. Should you be a non-permanent residents of the Republic of South Africa you shall be accompanied by a professional hunter who is in possession of a valid professional hunters permit.
			2. If you do not fall into the category noted in paragraph 5.1.1.1 *supra* you will be accompanied by the company or an employee of the Company.
			3. You will not be able to participate in any hunting activity without signing this waiver, assumption of risk and indemnity in favour of the Company.
		2. The Company hereby warrants and undertakes to comply with all laws, by-laws and local, municipal, regional and government regulations applicable to hunting activities.
2. **Undertaking of the Company with respect to Game Drives:**
	1. The Company undertakes that:
		1. Prior to departing on a game drive safety instructions will be given to you, which instructions include but are not limited to; where it is safe to disembark, to keep all limbs within the vehicle and if the premises on which the game drive will occur has carnivorous predatory animals.
		2. Each vehicle will have at least one registered Game Ranger who must be armed if the premises on which the game will occur has carnivorous predatory animals.
	2. You will not be able to participate in a game drive without signing this waiver, assumption of risk and indemnity in favour of the Company.
3. **Declaration:**
	1. I declare that I am aware of the legal obligations regarding the use of firearms and related ammunition that I am experienced and fully competent in the handling of a firearm for the purposes of hunting.
	2. I acknowledge, accept and declare that I appreciate that this Agreement and the waiver, assumption of risk and indemnity in favour of the Company shall apply irrespective of the presence of fault (to any degree) by the Company.
	3. I declare that hereby assume liability under and in terms of this waiver of liability and indemnity for or on behalf of my minor children, my guests, agents or employees who enter upon the premises or property of the Company.
	4. I declare that I acknowledge that I am solely responsible for the minor children accompanying me (if any).
	5. I hereby declare that I have read and fully understand the terms and conditions as set out in the various provisions above and accept the implications thereof and that I voluntarily sign this waiver, assumption of risk and indemnity and further understand that no oral representations, statements or inducements apart from those contained herein have been made.

SIGNED AT \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ON THIS THE \_\_\_ DAY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CLIENT’S SIGNATURE**

As Witnesses:

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**EXTRA questions and informations from KRUGER SAFARI COLLECTION**

We hope you will share your email address with us – and we hope you will subscribe to our **newsletter on LAMAI SAFARIS WEBPAGE** [**WWW.LAMAISAFARI.DK**](http://WWW.LAMAISAFARI.DK) or **KRUGER SAFARI COLLECTIONS WEBPAGE** [**WWW.KRUGERSAFARICOLLECTION.COM**](http://WWW.KRUGERSAFARICOLLECTION.COM)

The newsletter will only be sent 12 times a year, and you will of cause always be able to unsubscribe.

Mail:

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Are we allowed to share pictures or small videos of you from your stay on our social media platforms; Facebook, Instagram, YouTube, TikTok and our different marketing Webpages?

Yes: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

No: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please follow Lamai Safari/Kruger Phuti Camp/Kruger Safari Collection on social media and we would highly appreciate it, if you could rate us on **Tripadvisor**.You can rate us here: **Kruger Safari Collection**, **Lamai Safari** and **Kruger Phuti Camp**

**We wish you a lovely stay!**