

Indemnity and Waiver

Mr/Ms, residing at

In

I, the undersigned, do hereby unto and in favor of Roho Ya Chui (Pty) Ltd, their parent company Ute Sonnenberg Photography & Counseling B.V. and subsidiary and associated companies,

1. Acknowledge that I am entering on safari into a wildlife area, that I will be traveling by vehicle over uneven and potentially hazardous terrain, that I will be staying in an unfenced camp, and that my venture on safari may take or bring me into close contact with wild and dangerous animals;
2. Acknowledge that my venture on safari, including all traveling to and from and within the wildlife area, is entirely at my own risk;
3. Release Roho Ya Chui from all and any liability and waive all and any claims, of whatsoever nature and howsoever arising, which may arise from any cause whatsoever during the period of my venture on safari, including all traveling to, from and within any wildlife area;
4. Indemnify and agree to hold harmless Roho Ya Chui against all and any claims of whatsoever nature and howsoever arising from any cause whatsoever during the period of my venture on safari, including all traveling to, from and within any wildlife area, which any one or more of my dependants or any third party may have, including, but not limited to, claims arising from my death, personal injury or loss or damage to my possessions;
5. Agree to adhere to all regulations which may be brought to my attention during the period of my venture on safari, by either the management, guides or any other employee of Roho Ya Chui.
6. Without derogating from the generality of the a foregoing, acknowledge that Roho Ya Chui shall not be liable to me or any of my dependents, relatives or guests for any injury, illness, harm, loss of support, consequential loss, damage or damages of whatsoever nature that may be sustained from any cause whatsoever (including but not limited to negligence and/or fault) during my venture on safari, including all traveling to and from within the wildlife area.
7. Acknowledge and agree that any claims, be they in contract, delict or otherwise, instituted against Roho Ya Chui shall be governed by the laws of South Africa and may only be instituted in a South African Court to the exclusion of all other jurisdictions.
8. I am aware and understand that this document has legal consequences and implications. I have read the document and acknowledge that I am bound thereby”.

signed name

date