

Conditions of Entry, Waiver of Liability and Indemnity

I, the undersigned, do hereby in favour of the Senzo'kuhle Nkos'unodada Communal Property Trust, Nambiti Private Game Reserve (Pty) Ltd, Top Form Trading 6 (Pty) Ltd, Zargoline Ltd (incorporated not for gain), Stylestar Properties 27 (Pty) Ltd, Sales Talk 378 (Pty) Ltd, Tropical Paradise Trading 51 (Pty) Ltd, Cheetah Ridge SA Pty Ltd (Pty) Ltd, The Mabengwane Trust, Blue Moonlight Properties 252 (Pty) Ltd, Capstone 380 (Pty) Ltd, Pacific Heights Investments 12 (Pty) Ltd, Lions Valley Lodge (Pty) Ltd, Emnyameni Properties (Pty) Ltd, Vexozone (Pty) Ltd, Evening Star Trading 186 (Pty) Ltd, Global Pact Trading 643 (Pty) Ltd, Desert Star Trading 464 CC, Homestead Hospitality Trading (SA) (PTY) Ltd, Hulmar Properties (Pty) Ltd and all individual lodge owners, and each and every Trustee, Director, Member, Shareholder, employee, agent and representative of the aforesaid legal entities:

1. Acknowledge that I am entering into a wildlife area, containing dangerous animals, poisonous reptiles and other hazards, that I will be travelling over uneven and potentially hazardous terrain, and that my activities on the reserve may bring me into close contact with wild and dangerous animals, reptiles and other hazards at any stage, either whilst I am in a vehicle, whilst walking or training in the reserve, whilst filming, taking photographs or whilst being accommodated on the reserve or camping or using any facilities on the reserve including facilities in and around such accommodation.

2. Acknowledge further that the accommodation and all facilities within the reserve are not completely fenced off from dangerous wildlife (even if fences exist) and, accordingly, all activities, whether leisure, training, work or research related, within the reserve, whether supervised or unsupervised, are conducted entirely at my own risk, including but not limited to photography, filming, training walks, training drives, game walks and drives, horse rides and cycling, swimming and fishing.

3. Acknowledge further that the World is in the grips of the highly contagious COVID-19 Coronavirus and that the virus spreads very easily and acknowledge that there is a chance that I may contract the virus, as well as other contagious diseases or illnesses, whilst visiting Nambiti Private Game Reserve, even if adequate cleaning, sanitising and social distancing measures are in place. Accordingly, I enter the game reserve entirely at my own risk with regards contracting the COVID-19 Coronavirus or any other disease or illness.

4. Release the abovementioned legal entities from all liability and waive all claims of whatsoever nature arising against the aforesaid entities.

5. Indemnify and agree to hold harmless the aforesaid legal entities against all claims of whatsoever nature arising during the period of my visit, venture or stay within the reserve, including the use of accommodation, camp sites and recreational facilities, which I or any one or more of my dependants or any other party may have, including claims arising from any death, personal injury or loss of my/our possessions.

6. Agree to adhere to any regulations, which may be brought to my attention during the period of my visit, venture, or stay, by any of the aforesaid entities, or their agents.

7. Acknowledge that I know and understand the content, meaning and effect of this document, which has been explained to me.

In addition to the General Conditions of Entry, Waiver of Liability and Indemnity to the Nambiti Private Game Reserve

Hulmar Properties t/a Ndaka Safari Lodge Indemnity, Disclaimer & Waiver

8. By signing this document, I/we signify that I/we have read the contents of this Indemnity, Disclaimer & Waiver form, that we understand and appreciate the nature and effect/s hereof and that same constitutes a binding agreement, and that, by pending my/our signature/s hereto, I/we confirm that all terms and conditions shall be interpreted and take effect according to the laws of South Africa and the courts of South Africa shall have sole jurisdiction in respect of any claims which may arise.

9. Please note that in this document "indemnitees" includes but is not limited to the owners, shareholders (if applicable), directors, employees, contractors, service providers, concessionaires, syndicates and any other person or entity connected (directly or indirectly) with the business of Ndaka Safari Lodge; and other guests of Ndaka Safari Lodge.

10. Risks

By signing this document I acknowledge that I am fully aware of, and appreciate, the dangers and risks (Risks), I further acknowledge that I take full responsibility for any minor child/children booked under my name in the wilderness areas, open water, wildlife reserve, in the lodge, surrounding areas and undeveloped or partially developed areas, including (but not limited to):

- (a) the presence of wild and dangerous animals;
- (b) the prevalence of communicable, tropical and other diseases and similar health hazards;
- (c) unpredictable and extreme weather conditions;
- (d) dangerous terrain;
- (e) heavy and dangerous machinery, such as motor vehicles;
- (f) acts of terrorism, civil unrest, crime and pandemics;
- (g) the unavailability of reliable electricity and communications;
- (h) generally, and risks connected (directly or indirectly) with my stay at Ndaka Safari Lodge.

11. Activities

All safari activities be in, out or on a guided drive, guided walk or any activity within the lodge property and related activities, including (but not limited to):

- (a) Animal viewing, off-road, and on-road driving through various terrains in a wilderness area;
- (b) Swimming;
- (c) Hiking, walking, running, drones, filming, photography; and

- (d) Generally, any activity and/or facility connected (directly or indirectly) with my stay at Ndaka Safari Lodge, including any travel to and from the lodge and walking within the lodge.

12. I fully understand and accept that my visit, stay, participation in activities of any nature whatsoever shall be voluntary and undertaken at my own risk. I am aware that I will be participating in the activities in and around Ndaka Safari Lodge which are inherently dangerous, including but not limited to, the viewing of game and wildlife on foot and from open vehicles.

13. Health
I am personally responsible for my health and safety, during my stay, participation in activities of any nature whatsoever at Ndaka Safari Lodge, and for the health and safety of those minors accompanying me.

14. Waive and Abandon of any claims
I hereby waive and abandon any claim/s, which I, my dependents, relatives, or executors may have, at any time, against the indemnitees arising out of, or in connection with, or as a result of:

- (a) Any loss or damage to property owned by me, and/or
- (b) My death, or injury to myself (and accompanying minors), in the course of my stay, or as a consequence of my stay, participation of activities of any nature whatsoever; and
- (c) Any sickness, illness and/or infection caught, contracted.

I herewith accept these terms and conditions.

(Parent/guardian to sign for children under the age of 18)

Signed at _____ on this _____ day
of _____ 20_____

Full names Date

ID or Passport Number Signature

Full names Date

ID or Passport Number Signature

Full names Date

ID or Passport Number Signature

Full names Date

ID or Passport Number Signature

Full names Date

ID or Passport Number Signature

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