

WAIVER OF LIABILITY AND INDEMNITY
BOS-KAROO LODGE AND BULLETS CAMP

IN CONSIDERATION of being permitted to enter onto or utilize the farms, equipment, vehicles, furniture, fittings and other property owned and/or managed by **TRIPLEX INVESTMENTS (PTY) LTD and/or YSTERKOP BELEGGINGS (PTY) LTD and/or SEAKOR FERTILIZERS (PTY) LTD** (collectively "**the Owners**"), being portions of the farms Tiel and Stinkkraal ("**the Properties**") and/or equipment, vehicles, furniture, fittings, and/or other property owned and/or managed by the Owners ("**the Movables**"), whether for hunting, game and/or bird viewing, hiking, lodging, recreation or any other activity or purpose including, but not necessarily limited to an activity involving a ride in a helicopter (collectively "**the Activities**"), I, the undersigned, **HEREBY**:

1. Acknowledge that I enter the Properties and utilize the Movables at my own risk;
2. Acknowledge that the right of admission to the Properties is and will remain strictly reserved by and in favour of the Owners;
3. Undertake, at all relevant times, to strictly adhere to the Rules which are attached hereto, the contents of which I declare that I have read and understand and which I consider to be binding;
4. Release, waive, discharge and agree to indemnify and hold harmless the Owners, their agents, employees, assigns, officers, shareholders and directors, for and against all liability, costs or damages, including attorneys' fees incurred defending any claim whatsoever, arising out of any claim, injury, or occurrence resulting from loss of life, personal injury or damage to property while in or upon the Properties or while utilizing the Movables or while partaking in the Activities.
5. Acknowledge and agree that the Activities may involve the risk of serious injury, and or death, and or damage to property. As a consequence, I, the undersigned, hereby assume full responsibility for the risk of bodily injury, death, or damage to property whether or not due to negligence while partaking in any of the Activities on the Properties or utilizing the Movables.
6. Acknowledge that this Waiver of Liability and Indemnity shall bind me personally, my executors, heirs, assigns and next of kin and be applicable to any and all accidents, injury, or event and I hereby personally accept all liability and responsibility for my actions.
7. Declare that I am aware of the legal obligations regarding the use of firearms and that I am experienced and fully competent in the handling of a firearm for purposes of hunting;
8. Declare that I also hereby assume liability under and in terms of this Waiver of Liability and Indemnity for or on behalf of my minor children, my guests, my agents and my employees who enter upon the Properties or who utilize the Movables or who partake in the Activities.
9. Acknowledge that I have read, understand, and voluntarily sign this release Waiver of Liability and Indemnity, and further understand that no oral representations, statements, or inducements apart from this document have been made.

Signature.....Date

Name and Surname:

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Cell no:

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E mail address:

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RULES

GENERAL RULES:

- Upon arrival every guest (hunters as well as other guests) will be required to sign and execute this Waiver of Liability and Indemnity.
- Please refrain from smoking inside the lodge and the tents.
- No fires are permitted outside the dedicated fire places/braai areas in and around the lodge and/or the camp.
- Guests are to ensure that the fires in dedicated fire places/braai areas are completely extinguished before guests retire to their rooms/tents at night. Hosepipes near the dedicated fire places/braai areas are to be used for this purpose.
- Guests are to ensure that food and dirty dishes are not to remain outdoors after guests retire to their rooms/tents at night as this will attract unwanted mice, snakes, monkeys, baboons and other animals.
- The lodge and the camp is a self-catering facility. Rooms and living areas will be serviced/cleaned once a day and dishes will be washed. Our friendly staff will assist you in every way possible to make your stay with us as memorable, pleasant and stress free as possible.
- Guests are to arrange with Klaas for daily game drives and hunting programs. Simon will attend to all kitchen and housekeeping duties.
- Guests are to refrain from littering. All paper and other litter should be collected and discarded at the lodge or camp.

HUNTING RULES:

- No hunting will be permitted unless or until a hunter signs and executes this Waiver of Liability and Indemnity.
- Hunting will only be permitted from sunrise to 17H00 daily.
- Hunters are required to shoot in their rifles the day before or the morning when hunting will commence.
- Hunters are not permitted to hunt antelope bigger than Impala with ammunition loads smaller than 168 grain.
- Hunting with a caliber rifle smaller than .243 is not permitted.
- The use of alcohol during hunting is strictly prohibited and no persons under the influence of alcohol will be permitted to use a firearm or drive a vehicle.
- Hunting directly from or within 300meters from a hunting vehicle will not be permitted.
- No hunting within 500m of the lodge and camp will be permitted.
- During all hunting activities hunters shall be accompanied and be supervised by a field guide. No Hunters will be permitted to hunt without being accompanied by a field guide.
- Only game species specified in the hunting list as provided may be hunted. No rounds may be fired at any plants, trees or other animal or bird [not specified in the hunting list provided]. A penalty shall be payable should an animal or bird not specified in the hunting list provided be shot.
- Any game wounded and not located will be deemed as legitimately hunted by the Hunter and the Hunter shall be liable to pay the listed price for the animal concerned. Any blood, bone, hide, flesh or hair of an animal which may be found will be deemed to constitute satisfactory proof that the animal had been wounded.
- If an animal has been wounded, it will be the responsibility of the Hunter concerned with the assistance of the field guides to locate the wounded animal. All reasonable efforts shall be made to locate a wounded animal.
- The Hunter concerned shall not be permitted to continue with hunting activities until a wounded animal has been located or until a field guide decides that a wounded animal cannot be located despite all reasonable efforts to locate such animal,
- Hunters are to arrange with Klaas for daily hunting programs. Simon will attend to all kitchen and housekeeping duties.
- Hunters are to refrain from littering. All cartridge shells, paper and other litter should be collected and discarded at the lodge or camp.