

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

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**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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