

ARU GAME LODGES (PTY) LTD

Waiver, Indemnity and Assumption of Risk

CLIENT FIRST NAME: _____ CLIENT SURNAME: _____

NATIONALITY: _____ COUNTRY OF RESIDENCE: _____

PASSPORT NUMBER: _____ EXPIRY DATE: _____

E-MAIL: _____ MOBILE NO: _____

ARRIVAL DATE: _____ DEPARTURE DATE _____

I understand that I am required to carefully read and sign a Waiver and Indemnity and Assumption of Risk form before my arrival in Namibia for my safari with ARU GAME LODGES (PTY) LTD. By paying a deposit I have understood the Booking Terms and Conditions as laid out by ARU GAME LODGES (PTY) LTD and also understand that this deposit confirms my safari arrangements and booking with ARU GAME LODGES (PTY) LTD. I understand it is my responsibility to ensure that passports, visas, travel permits, health certificates, inoculations and other documentation required are obtained, current and in order.

ARU GAME LODGES (PTY) LTD also strongly recommend that I obtain the following types of insurance which I understand are commercially available:

- Accidental death and disability
- Major Medical
- Trip cancellation
- Emergency Medical Evacuation
- Theft or Loss of Personal Effects
- Trophy damage or replacement insurance

I am aware that adventure travel, whether in civilised or remote areas, by plane, train, automobile, boat, horseback, other conveyance, or on foot, contains inherent risks of illness, injury, disability, death or loss and damage of property, which may be caused by negligence of others, forces of nature, and other causes known or unknown. I also understand the risks involved in the hunting and pursuing of any game, the harshness of wilderness habitat, and the forces of nature, all of which are beyond the control of ARU GAME LODGES (PTY) LTD. I recognise that such risks may be present at any time before, during and after the trip.

I also recognise that ARU GAME LODGES (PTY) LTD may purchase or rent outfitting services, transportation services, hotel accommodations and lodging, restaurant services and other services from various independent contractors and suppliers that are not subject to its control and therefore, ARU GAME LODGES (PTY) LTD cannot be liable for any death, personal injury, disability, property damage or other loss that may occur due to any act of omission of such contractor or supplier. I am also aware that medical services or facilities may not be readily available during the time I am participating in this trip. In consideration of, and by payment of a deposit, and balance when due, for the right to participate in this trip, and the activities, services, and food arranged for me by ARU GAME LODGES (PTY) LTD and its agents or associates.

I, the undersigned, do hereby therefor unto and in favour of ARU GAME LODGES (Proprietary) Limited their holding and subsidiary and associated companies, and every ONE of its/all its officers, owners, shareholders, directors, employees, agents, associates, outfitters, contractors, service providers and/or suppliers, agent and representative of ARU GAME LODGES (PTY) LTD and their holding and subsidiary and associated companies (individually and collectively) hereinafter referred to as "ARU GAME LODGES (PTY) LTD";

1. Acknowledge that I am entering on a hunting safari into a wildlife and hunting area, that I will be travelling 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 travelling to and from and within the wildlife, hunting or concession area and the hunting or adventure conducted, is entirely at my own risk.
3. Release and indemnify ARU GAME LODGES (PTY) LTD 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 the wildlife, hunting or concession area, and loss or damage to trophies that may occur after they have been shipped.
4. Indemnify and agree to hold harmless ARU GAME LODGES (PTY) LTD against all and any claims of whatsoever nature and howsoever arising from any cause whatsoever during the period of my hunting and venture on safari, including all traveling to, from and within any wildlife, hunting or concession area, which any one or more of my dependents or any third party may have, including, but not limited to, claims arising from my death, disability, personal injury or loss or damage to my possessions, including without limitation those losses arising out of joint or concurrent, active or passive, negligence, wrongful acts, omissions and/or strict liability of ARU GAME LODGES (PTY) LTD.
5. Agree to adhere to all rules and 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 ARU GAME LODGES (PTY) LTD.
6. Hereby grant ARU GAME LODGES (PTY) LTD permission to use any photographs taken of myself by Aru Game Lodges or photographs taken by myself during my stay with ARU GAME LODGES (PTY) LTD for the purpose of marketing ARU GAME LODGES (PTY) LTD.
7. Without derogating from the generality of the foregoing, acknowledge that ARU GAME LODGES (PTY) LTD 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 or hunting, including all traveling to, from and within the wildlife, hunting and concession area.
8. Acknowledge that a comprehensive RIFLE SAFETY talk was given to me and all the rifle safety rules of ARU GAME LODGES (PTY) LTD were explained in detail.
9. Acknowledge and agree that any claims, be they in contract, delict or otherwise, instituted against ARU GAME LODGES (PTY) LTD shall be governed by the laws of Namibia and may only be instituted in a Namibian Court to the exclusion of all other jurisdictions.
10. Am aware and understand that this document has legal consequences and implications and have read the document and acknowledge that I am bound thereby.
11. Expressly assume any and or all such risks with respect to the activities and circumstances including but not limited to those described herein, and pledge not to sue ARU GAME LODGES (PTY) LTD on account of any such losses, claims, costs, liabilities, injuries, disabilities or damages.
12. Further agree not to claim the unenforceability of this Waiver and Indemnification and agree that the foregoing obligation shall be binding upon me personally, as well as upon my heirs, assigns, executors and administrators, and members of my family, and shall also be binding upon any minors accompanying me.

Client Name

Client Signature

Date



Guide / Manager Name

Guide / Manager Signature

Date

PLEASE RETURN A SIGNED COPY OF THIS SHEET TO ARU GAME LODGES (PTY) LTD TOGETHER WITH YOUR COMPANY POLICIES AND YOUR SAFARI AGREEMENT.