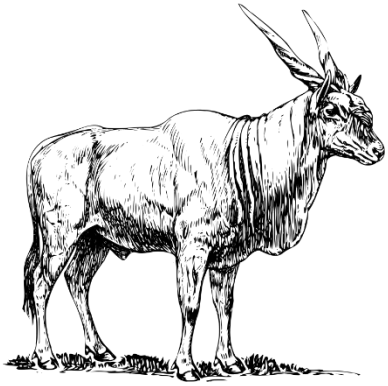

CLARA ANNA
FONTEIN

DATE: _____

TIME: _____

CLARA ANNA FONTEIN GAME RESERVE

INDEMNITY FORM

This INDEMNITY AGREEMENT is voluntarily and knowingly entered into by the persons or company as signed hereunder, hereinafter referred to as the "GUEST", and CLARA ANNA FONTEIN GAME RESERVE and its owners, guides, employees, agents, volunteers, officers, and directors hereinafter collectively referred to as the "PROVIDER". This document is a full release and indemnity agreement whereby GUEST is releasing and indemnifying PROVIDER from all inherent and real dangers and risks that are associated with game reserves, arising from the presence of wild and dangerous animals, reptiles, birds and insects and the real risk of bodily harm, sickness, personal injury, death and / or damage to property which may arise as a result of an encounter with the aforementioned creatures, and / or various recreational activities and / or making use of the property.

The GUEST expressly agrees that he/she has familiarised him/herself with any and all inherent and real dangers and risks that are associated with game reserves, arising from the presence of wild and dangerous animals, reptiles, birds and insects and the real risk of bodily harm, sickness, personal injury, death and / or damage to property which may arise as a result of an encounter with the aforementioned creatures, and / or the particular circumstances prevailing on a game reserve or a game reserve environment for anyone, that cannot be eliminated.

These environmental risks include, but are not limited to:

- There may not always be protection in the form of fences, buildings and vehicles in which to take cover in potentially dangerous circumstances and that hazards such as potentially dangerous animals; as well as poisonous snakes, spiders, insects and plants may be encountered in the game reserve.
- Serious sunburn and heat exhaustion may result from unprotected exposure, directly or indirectly, to the sun and heat. Care must be taken for adequate protection and fluids to be drunk.

The participation in the activities at CLARA ANNA FONTEIN GAME RESERVE is purely voluntary. No one is forcing the GUEST to participate and the GUEST elects to participate in spite of the risks. The GUEST is voluntarily using the services of CLARA ANNA FONTEIN GAME RESERVE with full knowledge of the inherent risks, hazards and dangers involved and hereby assume and accept all risks of injury, paralysis or death.

After thoroughly reading and familiarising myself with the above, I,

NAME AND SURNAME: _____

WITH ID NUMBER: _____

INITIAL: _____

From the following company (if applicable)

COMPANY: _____

COMPANY REGISTRATION: _____

Which to record as follow:

1. acknowledge that I am well acquainted with, and fully aware of the real danger and risks that are associated with game reserves and / or game lodges, arising from the presence of wild and dangerous animals, reptiles, birds and insects and the real risk of bodily harm, injury, death and / or damage to property which may arise as a result of an encounter with the aforementioned creatures, and / or the particular circumstances prevailing on a game reserve or a game reserve environment.

2. confirm that I fully appreciate the nature of the risks that I will be exposed to whilst participating in abovementioned activities as well as any environmental risks inherent to said Game Reserve environment, whether accompanied by an agent, guide or employee of the PROVIDER or not.

3. hereby voluntarily assume the risk inherent in participating in activities as stipulated above, although the list is not exhaustive, whether on an unsupervised and unaccompanied basis or not.

4. furthermore acknowledge that it is a condition of admission that guests with children accept full responsibility for the actions and safety of the children under their control. The nature of a game reserve, a game lodge and its camps is such that it is potentially dangerous for children, and guardians are expected to control their children to prevent them from harming themselves or inconveniencing other guests.

5. have carefully read, clearly understood, and voluntary sign this waiver and release agreement.

6. accept that all matters arising from, or in connection with this document, its validity, existence and operation, shall be determined in accordance with the Laws of the Republic of South Africa.

THEREFORE after making of such statements as recorded above, I declare:

I, for myself, my heirs, successors, executors, and subrogates, hereby knowingly and intentionally waive and release, indemnify and hold harmless CLARA ANNA FONTEIN GAME RESERVE, their directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of actions, liabilities, suits, expenses (including reasonable attorney's fees) which are related to, arise out of, or are in any way connected with my or my companies participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising indirectly out of any damage, loss, injury, paralysis, or death to me or members of my company or my property or the property of my company as a result of engaging in these activities or the use of these services and equipment, whether such damage, loss, injury, paralysis, or death results from negligence of CLARA ANNA FONTEIN GAME RESERVE or from some other cause.

I, for myself, my heirs, my successors, executors, and subrogates, further agree not to sue CLARA ANNA FONTEIN GAME RESERVE as a result of any injury, paralysis, or death suffered in connection with my or my companies use and participation in the activities at CLARA ANNA FONTEIN GAME RESERVE. I also agree that CLARA ANNA FONTEIN GAME RESERVE and/or any of its directors, officers, agents, employees, and volunteers may at its discretion and without prejudice and without admission of liability arrange emergency medical treatment for and on behalf myself or members of my company, and in such circumstances, I declare that I have full insurance cover for any eventualities and any expenses incurred by CLARA ANNA FONTEIN GAME RESERVE in those circumstances and that CLARA ANNA FONTEIN GAME RESERVE will be fully reimbursed.

INITIAL: _____