



# ASSUMPTION OF RISK AND INDEMNITY

**Right of Admission is reserved. Each visitor enters the reserve and participate in the activities conducted within the reserve on a voluntary basis and at his or her own risk. Admission is subject to acceptance of the terms and conditions contained in this agreement.**

**TAKE NOTICE THAT** the facilities and associated activities conducted within the Dinokeng game Reserve, may be subject to risks of an unusual character and nature, which could result in serious injury, illness, death or damage to property. These risks include, but is not limited to :

1. Attacks or injury by free roaming wild and dangerous animals, reptiles, birds and insects in their natural habitat, which, may include Elephant, Hyena, Buffalo, Rhinoceros, Leopard, Hippo, Crocodile, Antelope as well as poisonous snakes, spiders and insects. These animals are, by their very nature, unpredictable and extremely dangerous and any personal interaction with these animals and entry/swimming in rivers and dams are strictly prohibited.
2. Ingestion of poisonous plants, consumption of polluted water and bilharzia. Do not ingest unknown plants, leaves or fruits and do not consume water from, or enter or swim in rivers and dams.
3. Heat exhaustion and sunburn. Visitors are urged to use sunscreen and increase their intake of fluids in order to protect them against exposure to heat and sun.
4. Road accidents. Gravel roads, free roaming animals, potholes and erosion significantly increases the risk of road accidents. Please drive at a safe speed and pay special attention to animals, potholes, visitors and official vehicles of the reserve.
5. Drowning. Please refrain from entering or swimming in rivers and dams and never leave children unattended in the vicinity of rivers, dams and swimming pools.
6. Insect bites. Please always use mosquito and bug repellent to prevent bites from harmful insects.
7. Hazards and risks associated with rivers, streams, dams and other bodies of water that may be affected by unpredictable weather, tides, flooding and other circumstances, as the reserve may not have effective warning or control systems that might be otherwise expected in developed areas.

Although every effort is made to maintain roads, gates, floodgates, fences and to otherwise prevent any loss to visitors, the visitor acknowledges that it would be unreasonable to expect the owners, associated companies, operators, managers, landowners, agents, representatives, servants or employees of the reserve to succeed in doing so within the context and environment of the Reserve or within time frames as may be otherwise expected in developed areas.

The visitor subsequently acknowledge that he/she acquainted himself/herself with and is fully aware of the real danger and risks associated with wildlife areas, game reserves, game lodges and associated activities, especially arising from the presence of wild and dangerous animals, reptiles, birds and insects and the real risk of bodily harm, illness, injury, death and / or damage to property, which may arise as a result from any encounter with the aforementioned creatures within the context of the particular circumstances prevailing on a game reserve environment.

The visitor subsequently voluntarily assume the risk inherent in visiting the reserve, as well as participating in the activities made available within the reserve and hereby indemnify and hold harmless and free, the managers, associated legal entities, operators, landowners and product owners of the reserve, their associates, agents, representatives, servants and employees against any and all such injury, illness, death, loss or damage which he/she may suffer, whether arising from an act or omission on their part or not. This indemnity includes any and all claims of whatsoever nature which may arise on behalf of his/her family, dependants and / or persons accompanying him/her. The managers, associated legal entities, operators, landowners and product owners of the reserve, their associates, agents, representatives, servants and employees shall further not be liable for punitive damages, indirect damages, consequential damages, loss of profits, third party claims or any claims imposed on the reserve by laws or statutes of countries outside of the Republic of South Africa. The visitor warrants his/her authority to bind his family, dependants, minor children and persons accompanying him/her.

Visitors suffering from a pre-existing medical condition should consult their physician before participating in any adventure activities and indemnify the Company against any harm or adverse reactions suffered as a result thereof. The reserve may at its discretion and without prejudice and without admission of liability arrange emergency medical treatment for and on behalf of any visitor. Visitors also herewith accept and admit that the facilities and associated activities may hold potential danger to children and accepts full responsibility for the actions and safety of the children under their control including damage caused by such children.

In the interest of the safety and security of all persons, visitors voluntarily subject themselves to random searches and routine checks and shall at all times adhere to the instructions of officials, managers, landowners and representatives of the reserve.

You further acknowledge that you are fully aware you will be camping on a site situated inside the big five wilderness area with no fences and that you may encounter dangerous animals visiting the sites, and accept full responsibility and liability for any encounter that may occur as a result of this activity.

Kindly take notice that all commercial filming and photography without the necessary permits/concession are strictly prohibited.

By signing this signature page, We/I accept responsibility for setting up camp within the wilderness unfenced area of Thorn Tree Bush Camp fully aware the camp is situated within the Dinokeng game reserve. We/I further declare we have read, understood and accepted the full terms and conditions as contained in the indemnity document.

Every member within the group are to sign this signature page upon arrival.

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