

HERBST SAFARIS (Pty) Ltd

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INDEMNITY AGREEMENT

On behalf of myself, my heirs, assigns and successors hereby warrant, acknowledge and agree:

- 1. That I am fit, in good health & that there is nothing which renders me unfit to undertake a hunting/touring/fishing/photo-safari.
- 2. I am well acquainted and fully aware of and appreciate the real dangers and risks that are associated with hunting, walking/ stalking on a game farm and/or staying at a game lodge arising from the presence of wild and dangerous animals, reptiles, birds and insects and the real risk of suffering bodily harm, injury, death and/or loss to property which may arise as a result of an encounter with and/or the presence of wild animals and/or reptiles and/or bird and/or insects whilst on the property or concessions of Herbst Safaris.
- 3. I waiver all claims of whatsoever cause or nature howsoever arising against the owners of Herbst Safaris, their associates, servants, employees and/or any persons connected whether directly or indirectly with the running of the hunting and any other operations at Herbst Safaris and fellow guest/ invitees which I might have arising out of harm, injury, death, or loss suffered whilst on the premises, property or concessions of Herbst Safaris and whether arising from an act of commission or omission on the part of those hereby indemnified or any one of them.
- 4. I indemnify and hold harmless and free, the owners of *Herbst Safaris*, their associates and their employees and/or any persons connected whether directly or indirectly with the running of the hunting and other operations at *Herbst Safaris* and fellow guests/invitees from any and all claims of whatsoever cause of nature which may arise on behalf of my spouse, common law wife/husband, my children, whether minor or adult, or relatives and/or persons accompanying me to *Herbst Safaris* whether as my invitee otherwise or at all who suffer injury or loss whilst on the premises, property or concessions of *Herbst Safaris* and whether arising from an act of commission or omission on the part of those hereby indemnified or anyone of them.
- 5. I hereby acknowledge that the handling of firearms and related ammunition can be dangerous and I hereby indemnify *Herbst Safaris*, their associates and their employees from any and all claims of whatsoever cause or nature which may arise from the use of firearms and ammunition.
- 6. I agree to abide to the decision of my Professional Hunter to take down any trophy with his rifle that I have shot at; if in his discretion, this animal holds threat to human life or needs to be put out of misery. I agree to pay all costs in full, that are incurred, before termination of the hunt, which may arise from my Professional Hunter taking down these wounded or life threatening animals.
- 7. I also agree that photographs taken during the safari may be used for promotion and/or publicity purposes by Herbst Safaris.

I have read and understand the conditions appearing immediately above my signature and that I am bound thereby. Please note: this indemnity is binding to the laws of the country of the client, as well as the country of the outfitter.

Date of Signature	Signed at (Place)
Client Signature	Witness/Parent/Guardian Signature
Print Name	Print Name