

**STANDARD LETAKA SAFARIS INDEMNITY  
INDEMNITY, WAIVER AND DISCLAIMER**

I, the undersigned agree that:

**In this document:**

**“Letaka Safaris” shall mean and include** Malachite Safaris Limited and all of the companies connected with it in a network of direct and indirect shareholdings (whether holding, subsidiary, associated or affiliated), and all of the companies (including, without limitation, Letaka Safaris), organisations, trusts, associations and entities that are directly or indirectly owned, managed and/or controlled by companies or persons in the abovementioned network, and further including all directors, members, trustees, employees, agents and representatives of the companies, organisations, trusts, associations and entities that form part of the said network; it being further recorded that the provisions of this document that express any benefit for, or confer rights or protections in favour of, the Letaka Group, constitute irrevocable stipulations for the benefit of all of the companies, organisations, trusts, associations, entities and persons in the Letaka Group, and such benefits, rights and protections may be adopted and enforced by any one or more of such companies, organisations, trusts, associations, entities and persons, at any time, and in any jurisdiction in the world; **“wildlife area” shall mean and include** all wildlife and other areas in Botswana, South Africa, Namibia, Zambia and Zimbabwe and Mozambique where Letaka Safaris carries out operations or does business, as well as all property and facilities owned, leased, managed, controlled or traversed by Letaka Safaris, and further includes areas owned or controlled by persons who provide facilities or services to or on behalf of Letaka Safaris, or to guests and clients of Letaka Safaris; and **“activity/ies” shall mean and include** all activities provided for or arranged by Letaka Safaris, specifically including but not limited to all activities related (whether directly or indirectly) to game drives, swimming, quad biking, canoeing, fishing, horseback or elephant back riding/safaris, walking safaris/ trails as well as all travelling (whether by vehicle, balloon or aircraft) to or from or within the wildlife area.

1. I acknowledge that I am aware of and appreciate the real dangers and risks that are associated with wildlife areas and game lodges arising from amongst other things, travelling in an open vehicle over uneven and rough terrain, the presence of wild, unpredictable and dangerous animals, insects and reptiles and the real risk of suffering bodily injury, illness, death and damages. I accept and acknowledge that I enter the wildlife areas and participate in the activity/ies entirely at my own risk;
2. I waive any and all claims of whatsoever cause or nature, howsoever arising, including negligence which I might have or which might arise against Letaka Safaris;
3. Letaka Safaris shall not be liable to me or any of my dependants for any injury, illness, harm, death, damages of whatsoever nature, or cause. I undertake to indemnify, defend and hold harmless and free, Letaka Safaris, from any and all claims of whatsoever cause or nature which may arise by my spouse, life partner, children, dependants, travel agent, tour organiser or intermediary that organised or was involved in arranging my holiday/safaris/travel activities who suffer any damages of whatsoever nature or cause (including negligence), including but not limited to personal injury, death and/or loss of support;
4. All disputes and claims shall be governed by the law of Botswana and shall be subject to the exclusive jurisdiction of the Courts of Botswana. Without derogating from the generality of the foregoing, in the event that (despite this clause 4, and without detracting from the parties' express agreement that Botswana courts shall have exclusive jurisdiction) it is decided by a competent court that a dispute or claim is not to be governed by the law of Botswana or is not subject to the jurisdiction of a Botswana Court, then the laws of the African country wherein the incident giving rise to the dispute or claim arose shall govern that dispute or claim, and that country's courts shall have jurisdiction to the exclusion of all others. No dispute or claim of any nature whatsoever shall be subject to laws or the jurisdiction of any court other than a court in Botswana, South Africa, Namibia, Zambia, Zimbabwe or the Seychelles.
5. In the event of injury, Letaka Safaris may at its discretion and without prejudice or admission of liability arrange and pay for emergency medical treatment, for and on behalf of myself, my spouse, common-law wife/husband, children or dependants, whether minor or adult. I acknowledge that I will be directly responsible to reimburse Letaka Safaris for these expenses.
6. Without derogating from the generality of this document, should Letaka Safaris for any reason whatsoever, not be found to be protected by any of the provisions of, or protections contained in, this document and found to be liable to me, my dependants, my heirs, executor, successors in title, estate, beneficiaries, trustees and/or administrators for any loss or damage suffered, then Letaka Safaris' liability shall be limited to the actual proven and direct loss only, such loss however, shall be limited to and shall not to exceed P100 000.00 (ONE HUNDRED THOUSAND PULA). The aforesaid amount shall be all-inclusive and shall include all capital, legal costs and disbursements.
7. No variation, novation or cancellation of this agreement shall be binding unless reduced to writing and signed by me and an authorised representative of Letaka Safaris. Each provision of this agreement shall be regarded as a separate and severable provision which is separately enforceable. In the event of any one or more of the provisions being found to be invalid or unenforceable, then that or those provisions shall be severed from this document and the remaining provisions shall continue in full force and effect.

I am aware that this document has serious legal consequences. I have read and understand the conditions appearing above my signature and acknowledge that I am bound thereby.

DATED at ..... on this the ..... day of ..... 20.....

WITNESS (GUIDE): .....

Guest Name	Signature

In the event of the guest being under the age of 21 years, this document must be signed by his/her natural legal guardian.

..... Parent/Guardian