



INDEMNITY FORM

Indemnity DATE / /

I, the undersigned, do hereby unto and in favor of Beagle Expeditions (PTY) LTD and associated companies, and each and every shareholder, director, employee, agent, representative and safari guide (hereinafter collectively referred to as "Beagle Expeditions"):

1) Acknowledge that:

- a. I am entering on a camping and expedition safari into a wildlife area;
- b. I will be travelling by vehicle, helicopter (outsourced), or on a boat, mokoro or on foot, over uneven and potentially hazardous terrain;
- c. I will be staying in an unfenced tented camp, and traversing an unfenced wildlife area, in which wild and dangerous animals roam freely;
- d. My venture on safari, both while travelling in a vehicle, or on a boat, mokoro or on foot, may take or bring me into close contact with wild and dangerous animals;
- e. The guide who will accompany and guide the expedition may or may not be armed with a firearm (at the guide's discretion), and will be unable to ward off or protect me against charges or attacks by wild animals, the behaviour of which is often unpredictable;
- f. The participation on expeditions is a strenuous activity which requires a high level of fitness and good state of physical health;
- g. My venture on safari, including all travelling to and from and within the wildlife area, is entirely at my own risk,
- h. I am well acquainted and fully aware of and appreciate the real dangers and risks that are associated with the safari and the real risk of suffering bodily harm, injury, death and/or loss to property which may arise whilst on safari;
- i. I voluntarily assume all risks associated with my venture on safari with Beagle Expeditions.

2) Release Beagle Expeditions 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 travelling to, from and within any wildlife area.

Signed: _____

Name: _____

BEAGLE EXPEDITIONS (PTY) LTD

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- 3) Indemnify and agree to hold harmless Beagle Expeditions against all and any claims of whatsoever nature and howsoever arising, from any cause whatsoever during the period of my venture on safari, including all travelling to, from and within any wildlife area, which I and/or any one or more of my dependents or any third party may have including, but not limited to, claims arising from my death, personal injury or loss or damage to my possessions.
- 4) Agree to adhere to all rules, regulations or instructions which may be brought to my attention during the period of my venture on safari, by either management, guides or any other employee or agent of Beagle Expeditions;
- 5) Without derogating from the generality of the a foregoing, acknowledge that Beagle Expeditions shall not be liable to me or any of my dependents, relatives or guests for any injury, illness, harm, loss of support, consequential loss, or damages of whatsoever nature that may be sustained from any cause whatsoever.
- 6) This indemnity shall in all respects extend to but shall not be limited to my transfer whether by road, sea or air from one place to another whether such transfer occurs on safari or is pursuant to or arises from my transfer as referred to from one place to another and this indemnity shall be applicable and shall also remain in force at all and any place outside the borders of Botswana.
- 7) In the event of injury or a medical emergency Beagle Expeditions may at its discretion and without prejudice and without admission of liability, arrange for emergency medical treatment by an accredited medical facility for and on behalf of its guests. I acknowledge that it is compulsory for all participants of a Beagle Expedition safari to have valid medical insurance that covers me whilst on Safari.
- 8) Acknowledge that I am aware of the need to have arranged adequate personal injury and ill health insurance cover against all risk of damage, medical emergency or injury arising from or associated with my venture on safari, and warrant that I have procured adequate and sufficient insurance cover, or that if I have not, I have freely elected to assume the risks to which I will be exposed without any insurance cover.
- 9) In the event that I elect to participate in an expedition activity (Walk, Boat or mokoro) as part of the safari, I warrant that I am in good health, have a sufficient level of physical fitness, and that I am not aware of any fact or circumstance or pre-existing medical condition which could give rise to a medical emergency or render me unable to complete the planned expedition activity;
- 10) Acknowledge and agree that any claims, be they in contract, delict or otherwise, instituted against Beagle Expeditions shall be governed by the laws of Botswana and may only be instituted in a Botswana Court to the exclusion of all other jurisdictions.
- 11) Acknowledge that I am aware and understand that this document has legal consequences and implications. I have read the document and acknowledge that I am bound thereby.
- 12) Warrant that I am an adult and have full legal capacity and am of sound mind to sign and be bound by the terms and conditions herein contained, all of which I warrant I have signed without duress or force and have signed freely and voluntarily.

Signed: _____

Name: _____

BEAGLE EXPEDITIONS (PTY) LTD