

## **EXCLUSION OF LIABILITY, WAIVER & INDEMNITY**

*Thornybush Reserve incorporates a number of properties owned by a consortium of private landowners, who enjoy reciprocal traversing rights over each other.*

1. I understand, accept and agree that:
  - 1.1. The Lodge/s at which I may be accommodated is/are situated in the Reserve which is a malaria area;
  - 1.2. the Reserve is a Big 5 reserve and that it has elephant, buffalo, leopard, lion and rhino;
  - 1.3. I, my guests, invitees, children or family members will be participating in activities at the Lodge and on the Reserve which are inherently dangerous, including without limiting the generality of the foregoing, the viewing of game and wildlife on foot and from open and closed vehicles.
  
2. I acknowledge I am traveling during the COVID-19 global pandemic:
  - 2.1. COVID-19 has been declared a global pandemic;
  - 2.2. the contagious nature of the Coronavirus (SARS-CoV-2) and the disease, COVID-19;
  - 2.3. COVID-19 is a communicable disease;
  - 2.4. the Lodge has put in place preventative measures to assist in containing or minimising the spread of the Coronavirus and COVID-19 at the Lodge;
  - 2.5. the Lodge cannot guarantee that I will not become infected with any communicable disease or the Coronavirus or contract COVID-19;
  - 2.6. the risk of becoming exposed to and/or infected by any communicable disease, the Coronavirus and COVID-19 may result from my own actions, omissions, or negligence and that of others, including, but not limited to, staff, other guests and their families;
  - 2.7. through my travels and/or by visiting and/or being accommodated at the Lodge, I am placing myself at risk or an increased risk of being exposed to a communicable disease which may exist in the area, or to the Coronavirus and/or COVID-19;

- 2.8. I must comply with all measures and procedures that have been implemented at the Lodge.
3. I confirm that my visit to and/or accommodation or stay at the Lodge, my acceptance of the services and facilities provided by the Lodge, and my participation in the activities offered by the Lodge are done knowing and accepting the risks involved, freely and voluntarily by me.
4. I hereby waive and abandon any claim(s), which I, my dependents, or my executors, may have, at any time, for any loss, damages, costs or expenses, against the Lodge, the Reserve, Safari Lodges & Classic Retreats, and its/their subsidiary and associated companies, shareholders, directors, officers, agents, representatives, employees, servants, and insurers-
  - 4.1. that may arise, directly or indirectly, in connection with, or as a result of, any loss of or damage to property owned by or belonging to me, and/or
  - 4.2. that may arise, directly or indirectly, in connection with, or as a result of, my death, or injury to myself, in the course of or as a consequence of such accommodation, stay, participation in activities, tours, and excursions of any nature whatsoever; and/or
  - 4.3. that may arise, directly or indirectly, in connection with, or as a result of, any illness or disease contracted by me (including any communicable disease and COVID-19) in the course of or as a consequence of such accommodation, stay, participation in activities, tours and excursions of whatever nature whatsoever.
5. I hereby indemnify, hold harmless and absolve the Lodge, the Reserve, Safari Lodges & Classic Retreats, its/their subsidiary and associated companies, shareholders, directors, officers, agents, representatives, employees, servants, and insurers against and from any or all claims, loss, damages, costs or expenses whatsoever-
  - 5.1. directly or indirectly arising from, in connection with, or as a result of, any loss of or damage to property owned by or belonging to any of my guests, invitees, children or family members; and/or
  - 5.2. directly or indirectly arising from, in connection with, or as a result of, the death of or injury to any of my guests, invitees, children or family members, in the course of or as a consequence of such accommodation, stay, participation in activities, tours and excursions of whatever nature whatsoever; and/or

- 5.3. directly or indirectly arising from, in connection with, or as a result of any illness or disease contracted by any of my guests, invitees, children or family members (including any communicable disease and COVID-19) in the course of or as a consequence of such accommodation, stay, participation in activities, tours and excursions of whatever nature whatsoever.
6. Regarding medical or other treatment, I acknowledge that the Lodge may, at its discretion, arrange for any emergency, medical or other treatment for me or any of my guests, invitees, children, or family members and that this shall in no way amount to an admission of liability for such treatment or a waiver or abandonment of any rights on the part of the Lodge, its holding, subsidiary or associated companies, owners, shareholders, directors, officers, agents, representatives or employees.

**I confirm that I have read, and that I understand and accept these terms and the exclusion of liability, waiver and indemnity contained in this form.**

**I hereby acknowledge that I will complete and provide accurate information on the medical declaration form prior to or on the day of my arrival at the lodge.**