

## WAIVER OF LIABILITY AND INDEMNITY

### ZL SAFARI & HUNTING OUTFITTER (encompassing both SMITSWINKEL & TIEL HUNTING FARMS)

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**IN CONSIDERATION** of being permitted to enter onto or utilise the farms, equipment, vehicles, furniture, fittings and other property owned and/or managed by **ZL SAFARI & HUNTING OUTFITTER ("the Owners")**, being the farms Smitswinkel and Tiel ("**the Properties**") and/or equipment, vehicles, furniture, fittings, and/or other property owned and/or managed by the Owners ("**the Movables**"), whether for hunting, game and/or bird viewing, hiking, lodging, recreation or any other activity or purpose (collectively "**the Activities**"), I, the undersigned, **HEREBY**:

1. Acknowledge that I enter the Properties and utilise the Movables at my own risk;
2. Acknowledge that the right of admission to the Properties is and will remain strictly reserved by and in favour of the Owners;
3. Undertake, at all relevant times, to strictly adhere to the Rules which are attached hereto, the contents of which I declare that I have read and understand and which I consider to be binding;
4. Release, waive, discharge and agree to **indemnify and hold harmless** the Owners, their agents, employees, assigns, officers, shareholders and directors, for and against all liability, costs or damages, including attorneys' fees incurred defending any claim whatsoever, arising out of any claim, injury, or occurrence resulting from loss of life, personal injury or damage to property while in or upon the Properties or while utilising the Movables or while partaking in the Activities.
5. Acknowledge and agree that the Activities may involve the risk of serious injury, and or death, and or damage to property. As a consequence, I, the undersigned, hereby assume full responsibility for the risk of bodily injury, death, or damage to property, whether or not due to negligence while partaking in any of the Activities on the Properties, or utilising the Movables.
6. Acknowledge that this Waiver of Liability and Indemnity shall bind me personally, my executors, heirs, assigns and next of kin and be applicable to any and all accidents, injury, or event and I hereby personally accept all liability and responsibility for my actions.
7. Declare that I am aware of the legal obligations regarding the use of weapons and that I am experienced and fully competent in the handling of a firearm for purposes of hunting;
8. Declare that I also hereby assume liability under and in terms of this Waiver of Liability and Indemnity for or on behalf of my minor children, my guests, my agents and my employees who enter upon the Properties or who utilise the Movables or who partake in the Activities.
9. Acknowledge that I have read, understand, and voluntarily sign this release Waiver of Liability and Indemnity, and further understand that no oral representations, statements, or inducements apart from this document have been made.

Signature.....Date .....

Name and Surname:

Passport No:

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Email address:

## RULES

Welcome to *ZL Safari & Hunting Outfitter* (encompassing both *Smitswinkel & Tiel Hunting Farms*). We hope that your stay with us will be an unforgettable experience. To ensure that your stay with us is enjoyable, please take note of the following rules, regulations, and safety measures.

### GENERAL RULES:

- Upon arrival every guest (hunters as well as other guests) will be required to sign and execute this Waiver of Liability and Indemnity. Visitors who do not adhere to this regulation will be denied entry.
- Kindly refrain from smoking inside the chalets and the tents.
- No fires are permitted outside the dedicated fire places/braai areas in and around the chalets and/or the camp.
- Rooms and living areas will be serviced/cleaned once a day. Our friendly staff will assist you in every way possible to make your stay with us as memorable, pleasant and stress free as possible.
- Guests are to refrain from littering. All paper and other litter should be collected and discarded at the lodge or camp.

### HUNTING RULES:

- No hunting will be permitted unless or until a hunter signs and executes this Waiver of Liability and Indemnity.
- Hunting will only be permitted from sunrise to 17h00 daily.
- Prior to the hunt (the day before or the morning of the hunt), a few shots must be fired at the designated shooting range to ensure that the rifle/telescope combination are set correctly and also to determine whether the hunter is a competent shot.
- Hunters are not permitted to hunt antelope bigger than Impala with ammunition loads smaller than 168 grain.
- Hunting with a calibre rifle smaller than .243 is not permitted, unless arranged with the owner.
- The use of alcohol during hunting is strictly prohibited and no persons under the influence of alcohol will be permitted to use a weapon or drive a vehicle.
- During all hunting activities hunters shall be accompanied and be supervised by a Personal Hunter (PH). No Hunters will be permitted to hunt without being accompanied by a PH.
- Only game species specified in the hunting list as provided may be hunted. No rounds may be fired at any plants, trees or other animal or bird not specified in the hunting list provided. A penalty equal to three times the replacement value of the animal shall be payable.
- Any game wounded and not located will be deemed as legitimately hunted by the Hunter and the Hunter shall be liable to pay the listed price for the animal concerned. Any blood, bone, hide, flesh or hair of an animal which may be found will be deemed to constitute satisfactory proof that the animal had been wounded.
- If an animal has been wounded, it will be the responsibility of the Hunter concerned with the assistance of the PH and field guides to locate the wounded animal. All reasonable efforts shall be made to locate a wounded animal.
- The Hunter concerned shall not be permitted to continue with hunting activities until a wounded animal has been located or until a PH decides that a wounded animal cannot be located despite all reasonable efforts to locate such animal. The owner has the right to withdraw hunters, observers, and guides at any time and/or halt hunting activities until wounded animals have been tracked down.
- Hunters are to refrain from littering. All cartridge shells, paper and other litter should be collected and discarded at the lodge or camp.