

**BY AGREEING TO USE AND PARTICIPATE IN SERVICES, TOURS AND ACTIVITIES PROVIDED BY GREAT EXPLORATIONS (PTY) LTD AT XIGERA SAFARI LODGE, I HEREBY BIND MYSELF AND MY ASSOCIATES TO THE FOLLOWING ACKNOWLEDGMENTS, INDEMNITIES, WAIVERS, DISCLAIMERS AND OTHER TERMS:**

In this document:

“Great Explorations” shall mean and include Great Explorations (Pty) Ltd 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, 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, Great Explorations (Pty) Ltd, constitute irrevocable stipulations for the benefit of all of the companies, organisations, trusts, associations, entities and persons in Great Explorations (Pty) Ltd, 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, where Great Explorations carries out operations or does business, as well as all property and facilities owned, leased, managed, controlled or traversed by Great Explorations, and further includes areas owned or controlled by persons who provide facilities or services to or on behalf of Great Explorations, or to guests and clients of Great Explorations;

“activity/ies” shall mean and include all activities provided for or arranged by Great Explorations, including all activities related (whether directly or indirectly) to game drives, swimming, swimming pool, gym facilities, canoeing, boating, mekoro excursions, fishing, walking safaris/ trails, outdoor picnics, sleep out hide, as well as all travelling (whether by vehicle, helicopter or aircraft) to or from or within wildlife areas, and any associated entertainment or leisure activities;

“Associates” shall mean and include spouses (incl. any common law wife/husband), life partners, children and dependents (minor or adult), heirs, executors, successors-in-title, estate, beneficiaries, trustees, administrators, assigns, agents (incl. any travel agent, tour organiser or intermediary that organised or was involved in arranging my

holiday/safaris/activities);

“Harm” shall mean and include any injury (bodily or otherwise), illness, death, damage, loss or other adverse consequence; and

The use of the word “including” or “incl.” shall not be construed as limiting the meaning of the words preceding it to the one or more words or examples following it, and the meaning of general words will not be restricted by the use of more specific words.

1. I ACKNOWLEDGE THAT I AM AWARE OF AND APPRECIATE THE REAL DANGERS AND RISKS OF SUFFERING HARM THAT ARE ASSOCIATED WITH WILDLIFE AREAS AND GAME LODGES ARISING FROM AMONGST OTHER THINGS, (i) TRAVEL IN REMOTE LOCATIONS, AND THE RESPECTIVE INFRASTRUCTURE, INCLUDING TRAVELLING IN AN OPEN VEHICLE OVER UNEVEN AND ROUGH TERRAIN, (ii) TRAVERSING OBSTACLES, RIVERS, STREAMS, LAKES AND OTHER BODIES OF WATER THAT MAY BE AFFECTED BY UNPREDICTABLE WEATHER, TIDES AND OTHER CIRCUMSTANCES, AND THAT MAY NOT HAVE EFFECTIVE WARNING OR CONTROL SYSTEMS THAT MIGHT BE EXPECTED IN FIRST-WORLD JURISDICTIONS, (iii) THE PRESENCE OF WILD, UNPREDICTABLE AND DANGEROUS ANIMALS, INSECTS AND REPTILES, (iv) THE PREVALENCE OF COMMUNICABLE, TROPICAL AND OTHER DISEASES, AND (v) RISKS ASSOCIATED WITH UNDEVELOPED OR PARTIALLY DEVELOPED COUNTRIES AND JURISDICTIONS, INCLUDING ACTS OF TERRORISM, THE UNAVAILABILITY OF RELIABLE ELECTRICITY AND COMMUNICATIONS, AND PROBLEMS ASSOCIATED WITH LIMITED OR UNAVAILABLE HEALTH, SAFETY AND SECURITY SERVICES. I ACCEPT AND ACKNOWLEDGE THAT I AND MY ASSOCIATES ENTER WILDLIFE AREAS AND PARTICIPATE IN THE ACTIVITY/IES ENTIRELY AT OUR OWN RISK;
2. I AND MY ASSOCIATES WAIVE ANY AND ALL CLAIMS OF WHATSOEVER CAUSE OR NATURE, HOWSOEVER ARISING, WHICH WE MIGHT HAVE OR WHICH MIGHT ARISE AGAINST GREAT EXPLORATIONS, INCLUDING ANY FORM OF NEGLIGENCE.
3. GREAT EXPLORATIONS SHALL NOT BE LIABLE TO ME OR ANY OF MY ASSOCIATES FOR ANY HARM OF ANY NATURE OR CAUSE WHATSOEVER. I AND MY ASSOCIATES UNDERTAKE TO INDEMNIFY, DEFEND AND HOLD HARMLESS AND FREE,

GREAT EXPLORATIONS, FROM ANY AND ALL CLAIMS (OF ANY NATURE OR CAUSE WHATSOEVER) MADE BY MY ASSOCIATES WHERE SUCH PERSONS OR ENTITIES INCUR ANY LIABILITY OR SUFFER ANY HARM IN CONNECTION WITH THE GOODS OR SERVICES ARRANGED OR PROVIDED BY OR ON BEHALF OF GREAT EXPLORATIONS, IRRESPECTIVE OF THE CAUSE THEREOF (INCLUDING ANY FORM OF NEGLIGENCE);

4. WITHOUT DEROGATING FROM THE GENERALITY OF THIS DOCUMENT, SHOULD GREAT EXPLORATIONS 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 AND/OR MY ASSOCIATES FOR ANY HARM SUFFERED, THEN GREAT EXPLORATIONS' TOTAL LIABILITY SHALL BE LIMITED TO THE ACTUAL PROVEN AND DIRECT LOSS ONLY, SUCH LOSS HOWEVER, SHALL BE LIMITED TO AND SHALL NOT EXCEED BWP400 000.00 (FOUR HUNDRED THOUSAND BOTSWANA PULA). UNDER NO CIRCUMSTANCES WILL GREAT EXPLORATIONS BE LIABLE TO ME OR MY ASSOCIATES FOR CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, OR ANY INDIRECT LOSSES OR LOSS OF PROFITS.
5. All disputes and claims between the parties shall be governed by the law of Botswana and shall be subject to the exclusive jurisdiction of the High Courts of Botswana. 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.
6. In the event of any Harm suffered, Great Explorations may at its discretion and without prejudice or admission of liability arrange and pay for emergency medical treatment and/or evacuation, for and on behalf of me and/or any.

of my Associates. I acknowledge that I will be directly responsible to reimburse Great Explorations for these expenses.

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 Great Explorations. 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 TERMS AND CONDITIONS SET OUT ABOVE, AND ACKNOWLEDGE THAT I AM BOUND THEREBY, AND TO THE FULLEST EXTENT POSSIBLE IN LAW HEREBY BIND MY ASSOCIATES.

#### PRIVACY OF PERSONAL INFORMATION

I acknowledge and consent that, subject to applicable privacy laws, Great Explorations may electronically collect, store and use personal information, including the Guest's name/s, contact details, email addresses etc. for the purpose of rendering the services.

I further acknowledge and consent that Great Explorations may retain such personal information for as long as is necessary or legally required in order to render services or as may be necessary to comply with relevant statutory obligations under local legislation.

The information requested below will also be used for market research and market profiling.

I confirm that I am aware that I may revoke my consent to Great Explorations to use and retain my information, as detailed above, at any time.

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Cell: \_\_\_\_\_

Nationality: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Cell: \_\_\_\_\_

Nationality: \_\_\_\_\_

Signature: \_\_\_\_\_