



# COMPREHENSIVE INDEMNITY, WAIVER & ASSUMPTION OF RISK AGREEMENT

**Dinokeng Hunters Pride Lodge**  
Hunter's Pride Wildlife Estate  
Dinokeng Big Five Game Reserve  
Gauteng, Republic of South Africa

**Nkala Bush Lodge 6**

And

**Mangawana Bush Lodge 7**

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## IMPORTANT LEGAL NOTICE

This document contains a waiver of rights and an indemnity that limits the liability of the Lodge and associated entities.

By signing this document, you acknowledge that you understand and accept these terms.

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### 1. Acknowledgment of Extreme Risk Environment

1.1 The Guest acknowledges that the Lodge is situated within a Big Five Game Reserve where dangerous wild animals, including but not limited to lion, leopard, elephant, buffalo, rhinoceros, hyena, snakes and other predators roam freely.

1.2 The Guest understands that wildlife areas are inherently dangerous and unpredictable environments.

1.3 The Guest acknowledges that risks include, but are not limited to:

- Animal attacks
- Charging wildlife
- Snake or insect bites
- Vehicle accidents
- Falling, slipping or drowning
- Fire
- Structural failure



- Acts of other guests
- Negligent acts of third parties
- Any unforeseen or latent danger

1.4 The Guest voluntarily elects to enter, remain in, and make use of the Lodge and Estate facilities with full knowledge of these risks.

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## **2. Voluntary Assumption of Risk**

2.1 The Guest expressly assumes all risks, whether known or unknown, foreseeable or unforeseeable, associated with:

- Entering the Game Reserve
- Staying at the Lodge
- Self-drive activities
- Walking within the Estate
- Use of facilities

2.2 The Guest acknowledges that no representation has been made guaranteeing safety.

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## **3. Waiver of Claims**

3.1 The Guest irrevocably waives any right to institute any claim, action or proceeding against:

- Dinokeng Hunters Pride Lodge
- The Lodge owners and directors
- Employees or contractors
- Hunter's Pride Wildlife Estate
- Dinokeng Game Reserve management
- Any associated entity

for any injury, death, loss, damage or expense arising from any cause whatsoever.

3.2 This waiver includes claims arising from negligence (excluding gross negligence where legally prohibited).

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#### **4. Full Indemnity**

4.1 The Guest hereby indemnifies and holds harmless the above parties against:

- All claims
- Legal costs (including attorney and own client scale costs)
- Damages
- Medical expenses
- Third-party claims

arising from:

- Injury or death of the Guest
- Injury or death of any member of the Guest's party
- Injury or death of third parties caused by the Guest
- Loss or damage to property

4.2 The Guest further agrees to indemnify the Lodge for any fines, penalties or damages arising from breach of Estate or Reserve rules.

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#### **5. Responsibility for Minors**

5.1 The Guest accepts full legal responsibility for the safety, supervision and conduct of all minors in their party.

5.2 The Lodge accepts no responsibility whatsoever for injury to minors.

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#### **6. Personal Property**

6.1 All personal property is brought onto the premises at the Guest's sole risk.

6.2 The Lodge shall not be liable for theft, loss or damage under any circumstances.

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#### **7. Medical & Emergency Disclaimer**

7.1 The Lodge does not provide medical services.

7.2 The Guest is responsible for adequate medical and travel insurance.

7.3 Emergency response times in wildlife areas may be delayed.



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## 8. Severability

If any clause is found unenforceable, the remaining provisions shall remain in full force and effect.

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## 9. Binding Effect

This indemnity:

- Is binding on the Guest's heirs, dependants and estate
  - Applies for the entire duration of the stay
  - Applies to future visits unless revoked in writing
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## DECLARATION

I confirm that:

- I have read this document in full.
  - I understand that it limits my legal rights.
  - I sign voluntarily and without coercion.
  - I accept it on behalf of myself and all members of my booking party.
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**Guest Full Name:** \_\_\_\_\_

**ID / Passport No:** \_\_\_\_\_

**Booking Reference:** \_\_\_\_\_

**Number of Guests in Party:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_



<b>Veld and Villa (Pty) Ltd</b> <b>Registration Number: 2022 / 262945 / 07</b> <b>193 Lamp Road,</b> <b>Wadeville, 1422</b>	<b>Physical Address:</b> Hunter's Pride Wildlife Estate Dinokeng Game Reserve Hammanskraal, 0040 South Africa
<b>Primary Contact Email:</b> <a href="mailto:info@veldandvilla.co.za">info@veldandvilla.co.za</a>	<b>Primary Contact Number:</b> +27 83 442 0257