



EXCLUSION OF LIABILITY, WAIVER & INDEMNITY

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

1. Acknowledgment of Risks

- 1.1 I understand that the Reserve is a Big 5 area containing elephant, buffalo, leopard, lion, and rhino, and that wildlife is inherently unpredictable and potentially dangerous.
- 1.2 I, my guests, invitees, children, and family members may participate in activities at the Lodge and on the Reserve that are inherently dangerous, including but not limited to, the viewing of game and wildlife on foot or from open and closed vehicles.

2. Voluntary Participation

I confirm that my visit to and/or stay at the Lodge, my use of its services and facilities, and my participation in any activities offered by the Lodge are done freely and voluntarily, with full knowledge and acceptance of the risks involved.

3. Waiver of Claims

I hereby waive, release, and abandon any and all claims which I, my dependents, heirs, or executors may have, now or in the future, against the Lodge, the Reserve, Safari Lodges & Classic Retreats, and their subsidiary and associated companies, shareholders, directors, officers, agents, representatives, employees, servants, and insurers:

- 3.1 arising, directly or indirectly, from any loss of or damage to property owned by or belonging to me;
- 3.2 arising, directly or indirectly, from any injury to or death of myself, in connection with or as a result of my accommodation, stay, or participation in any activity, tour, or excursion of any nature whatsoever;
and
- 3.3 arising, directly or indirectly, from any illness, disease, infection, or medical condition contracted by me in the course of, or as a consequence of, such accommodation, stay, or participation.

4. Indemnity

I indemnify, hold harmless, and absolve the Lodge, the Reserve, Safari Lodges & Classic Retreats, and their subsidiary and associated companies, shareholders, directors, officers, agents, representatives, employees, servants, and insurers against and from any and all claims, losses, damages, costs, or expenses whatsoever:

- 4.1 directly or indirectly arising from any loss of or damage to property owned by or belonging to any of my guests, invitees, children, or family members;
- 4.2 directly or indirectly arising from the death or injury of any of my guests, invitees, children, or family members, in the course of or as a consequence of any accommodation, stay, or participation in any activities, tours, or excursions; and
- 4.3 directly or indirectly arising from any illness, disease, infection, or medical condition contracted by any of my guests, invitees, children, or family members in the course of or as a consequence of such accommodation, stay, or participation.

5. Emergency Assistance

I acknowledge that the Lodge may, at its discretion, arrange emergency medical or other treatment for me or any of my guests, invitees, children, or family members, and that such action shall not constitute an admission of liability or a waiver of any rights by the Lodge or its affiliates.

6. Additional Clauses

Force Majeure: The Lodge shall not be liable for any delay, cancellation, or loss caused by events beyond its reasonable control, including but not limited to natural disasters, acts of war, civil unrest, government actions, or other force majeure events.

- 6.1 Insurance Responsibility: Guests are responsible for obtaining adequate travel, health, and personal accident insurance to cover any potential risks associated with their stay.
- 6.2 Minors & Supervision: Parents or guardians are solely responsible for the supervision and safety of minors in their care at all times while on the property.
- 6.3 Property Damage: Guests shall be responsible for any damage caused, whether willfully or negligently, to the Lodge's property or that of others.
- 6.4 Jurisdiction: This agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa. Any disputes shall be subject to the exclusive jurisdiction of the courts of Sandton, Gauteng.

7. Acknowledgment

I confirm that I have read, understood, and accepted the terms of this Exclusion of Liability, Waiver & Indemnity and will provide accurate medical information prior to or on the day of arrival at the Lodge.