



RECREATIONAL ACTIVITY & INDEMNITY AGREEMENT

This agreement is voluntary and knowingly entered into by the persons signed hereunder, hereinafter referred to as "Guest" and Morgan Cargo Developments (Pty) Ltd, trading as Mjejane Kruger Lodge and its owners, guides, employees, agents, volunteers, officers and directors herein after referred to as "Mjejane Kruger Lodge".

This document is a full release and indemnity agreement whereby Guest is releasing and indemnifying Mjejane Kruger Lodge from all inherent and real dangers and risks that are associated with game reserves and/or game lodges, arising from the presence of wild and dangerous animals, reptiles, birds and insects and the real risk of bodily harm, sickness, personal injury, death and/or damage and/or loss of property which may arise as a result of an encounter with the aforementioned creatures and/or various recreational activities such as Game drives, Bush walks and any other activity organized by Mjejane Kruger Lodge.

The Guest expressly agrees that he/she has familiarized him/herself with any and all inherent and real dangers and risks that are associated with game reserves and/or game lodges, arising from the presence of wild and dangerous animals, reptiles, birds and insects and the real risk of bodily harm, sickness, personal injury, death and/or damage and/or loss of property which may arise as a result of an encounter with the aforementioned creatures, and/or the particular circumstances prevailing on a game reserve or a game lodge, that cannot be eliminated.

The Guest further agrees that he/she is aware of environmental risks associated with game reserves and/or game lodges and include but are not limited to the following:

- There may not always be protection in the form of fences, building and vehicles in which to take cover in potentially dangerous circumstances and that hazards such as potentially dangerous animals as well as poisonous snakes, spiders, insects and plants may be encountered in the or around the game reserve and/or game lodge;
- Serious sunburn and heat exhaustion may result from unprotected exposure, directly or indirectly, to the sun heat;

The participation in the activities at Mjejane Kruger Lodge is purely voluntary. The Guest is voluntarily using the services and property of Mjejane Kruger Lodge with full knowledge of the inherent risks, hazards and dangers involved and hereby assume and accept all risks of injury, damage and/loss of property, paralysis or death.

Initial

The Guest is aware that there is a risk of contracting Malaria, and the Guest takes full responsibility for taking the necessary prophylactic medication to minimize the risk of contracting Malaria.

Guests will be held liable for any fines issued by the reserve to Mjejane Kruger Lodge in respect of speeding in the reserve with the Lodge's game viewer and/or private vehicle and/or excessive noise levels caused by the Guest.

THEREFORE, after thoroughly reading and understanding the above, I

(Guest list attached as **ANNEXURE "A"** below)

Confirm the following:

1. That I am over the age of 18 years;
2. Acknowledge that I am well acquainted with, and fully aware of the real danger and risks that are associated with game reserves and/or game lodges, arising from the presence of wild and dangerous animals, reptiles, birds and insects and the real risk of bodily harm, injury, death, damage and/or loss of property which may arise as a result of an encounter with the aforementioned creatures, and/or the particular circumstances prevailing on a game reserve and/or game lodge environment;
3. Confirm that I fully appreciate the nature of the risks that I will be exposed to whilst participating in activities as well as any environmental risks inherent to the above game lodge and/or game reserve environment whether accompanied by an agent, guide or employee of Mjejane Kruger Lodge;
4. Hereby voluntarily assume the risk inherent in staying in the game reserve and/or game lodge, as well as participating in activities stipulated above whether on a unsupervised and unaccompanied basis or not;
5. Furthermore acknowledge that it is a condition of admission that guests with children accept full responsibility for the actions and safety of the children under their control. The nature of the game reserve and/or game lodge is such that it is potentially dangerous for children, and guardians are expected to control their children to prevent them from harming themselves or inconveniencing other guests;
6. Consent is given to Mjejane Kruger Lodge to post any photographs and/or videos on social media which includes all guests including the guest's minor children;
7. Have carefully read, clearly understand and voluntarily sign this waiver and release agreement on behalf of myself and other guests which I am responsible for;
8. Accept that all matters arising from, or in connection with this document, its validity, existence and operation, shall be determined in accordance with the Laws of the Republic of South Africa.
9. Accept liability of any fines issued by the reserve to Mjejane Kruger Lodge in respect speeding in the reserve with the Lodge's game viewer and/or private vehicle and/or excessive noise levels caused by the Guest.

Initial

AND THEREFORE after making such statements as recorded above, I declare:

I, for myself, my heirs, successors, executors and subrogates hereby knowingly and intentionally waive and release, indemnify and hold harmless Mjejane Kruger Lodge, their directors, officers, agents, employees and volunteers from and against any and all claims, actions, causes of actions, liabilities, suits, expenses which are related to, arise out of, or are in any way connected with my participation in this activity including , but not limited to, negligence of any kind of nature, whether foreseen or unforeseen, arising directly out of any damage, loss, injury, paralysis or death to me or my property as a result of my engaging in these services and equipment, whether such damage, loss, injury, paralysis or death results from negligence of Mjejane Kruger Lodge or from some other cause.

I, for myself, my heirs, successors, executors and subrogates, further agree not to sue Mjejane Kruger Lodge as a result of any damage, loss, injury, paralysis or death suffered in connection with my use and participation in the activities at Mjejane Kruger Lodge.

I also agree that Mjejane Kruger Lodge and/or any of its directors, officers, agents, employees and volunteers may at its discretion and without prejudice and without admission of liability arrange emergency medical treatment for and on behalf of myself, and in such circumstances, I declare that I have full insurance cover for any eventualities and any expenses incurred by Mjejane Kruger Lodge in those circumstances and that Mjejane Kruger Lodge will be fully reimbursed.

I further agree that I may be held financially liable for any breakages, loss or theft of any equipment or contents of Mjejane Kruger Lodge.

If under the age of 18 years of age, parent or guardian must sign the following indemnification:

(Minor guest list attached as **ANNEXURE "B"** below)

The undersigned parent or guardian of the above minor, for himself/herself and on behalf of said minor, hereby joins the foregoing waiver and release and hereby stipulate and agree to save and hold harmless, indemnify, and forever defend Mjejane Kruger Lodge their directors, officers, agents, employees and volunteers from and against any and all claims, actions, causes of actions, liabilities, suits, expenses which are related to, arise out of, or are in any way connected with the minors participation in this activity including , but not limited to, negligence of any kind of nature, whether foreseen or unforeseen, arising directly out of any damage, loss, injury, paralysis or death to the minor or the minor's property as a result of my engaging in these services and equipment, whether such damage, loss, injury, paralysis or death results from negligence of Mjejane Kruger Lodge or from some other cause.

The undersigned parent confirms that he/she consents to any photographs and/or videos to be posted by Mjejane Kruger Lodge on its social media page which includes any minor children of such Guest.

SIGNED AT _____ on this _____ day of _____ 20 _____ .

ANNEXURE A

NAME	IDENTIFICATION NUMBER	SIGNATURE
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		

ANNEXURE B

NAME OF MINOR	ID. NO. OF MINOR	NAME OF GUARDIAN	SIGNATURE OF GUARDIAN
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			