



Indemnity, Waiver and Disclaimer

In this document “Oldonyo Waus” shall mean and include all the following parties : Great Plains Safari Companies Ltd, Ol Donyo Wuas Limited, as well all affiliates, holding companies, subsidiaries, employees, shareholders, directors, agents, and of representative (of any form) of the aforesaid parties.

In this document the “reserve” shall mean and include the Chyulla Reserve in Kenya as well as all property and facilities owned and/or leased and/or managed and/or controlled and /or traversed by Oldonyo Wuas.

In this document the “activity/ies” shall mean and include all activities provided for by Oldonyo Wuas, specifically including but not limited to all activities related to (whether directly or indirectly) game drives, swimming, bike riding/ trails, canoeing, fishing, horseback riding/safaris, walking safaris/ trails as well as all travelling to and from and in the Reserve.

Oldonyo Wuas, the owner of OL DONYO WUAS LODGE (the “Lodge”) accepts the liability of an Inn-keeper at common law, as modified by the Hotels and Restaurants Act 1971 in respect of any property of a visitor which is lost or damaged on its premises. Property can be deposited for safe custody with the Managers of the Lodge.

I, the undersigned agree that

1. I acknowledge that I am aware of and appreciate the real dangers and risks that are associated with game reserves, wildlife areas and game lodges arising from inter alia travelling in an open vehicle over uneven and rough terrain, the presence of wild, unpredictable and dangerous animals and reptiles and the real risk of suffering bodily injury and /or death and/or damages. I accept and acknowledge that I enter the reserve and/or participate in the activity/ies entirely at my own risk;

• I also acknowledge that horse riding in a Big Game 5 area is an inherent danger if safety procedures are not adhered to and that I accept and acknowledge full responsibility for any action which may result in property damage, bodily and personal injuries, illness, paralysis, or death to me or members of my family.

2. I waive any and all claims of whatsoever cause (including negligence) or nature, howsoever arising, which I might have against Oldonyo Wuas;

3. I undertake to indemnify and hold harmless and free, Oldonyo Wuas, from any and all claims of whatsoever cause or nature which may arise on behalf of my spouse, life partner, children and/or dependants who suffer any damages of whatsoever nature or cause (including negligence), including but not limited to personal injury, death and/or loss of support;



Ol Donyo Wuas
LODGE - KENYA

- 4. I understand that I am obliged to notify Oldonyo Wuas of any medical condition that might affect me during the activity program so that adequate precaution can be taken beforehand;
- 5. All disputes between the parties shall be governed by the law of Kenya and shall be subject to the exclusive jurisdiction of the Courts of Kenya;
- 6. That without derogating from the generality of the foregoing, I acknowledge that Oldonyo Wuas shall not be liable to me or any of my dependants for any injury, illness, harm, death, damages of whatsoever nature, or cause, whether arising from negligence that may be sustained on the reserve, or whilst travelling to or from or on the reserve or whilst participating in any activity;
- 7. I freely and wilfully agree to all the terms and conditions under which the activity is being conducted, agree to obey all instructions from Oldonyo Wuas officials and staff at all times;
- 8. Participation by children under the age of 12 in any activity is undertaken entirely at the parent's or guardian's full risk and responsibility and the authorising parent or guardian as such hold Oldonyo Wuas indemnify and hold harmless and free, Oldonyo Wuas, from any and all claims of whatsoever cause or nature which may arise on behalf of my spouse, life partner, children and/or dependants who suffer any damages of whatsoever nature or cause (including negligence), including but not limited to personal injury, death and/or loss of support;

I have read and understand the conditions appearing above my signature and acknowledge that I am bound thereby.

DATED at on this the day of 20.....

WITNESSES:

1)..... 2).....
Signature

In the event of the guest being under the age of 18 years, this document must be signed by his/her natural legal guardian.

DATED at on this the day of 20.....

