

DEED OF INDEMNITY AND UNDERTAKING

Entered into by and between:

(Full Names):

Of

(Address):

Hereinafter together with his/her heirs, executors,
administrators or assigns referred to as "the
Indemnitor".

AND

UMDENDE LIFESTYLE SAFARIS (Pty) Ltd

Herein represented by:

(Full names):

Duly authorised thereto.

Hereinafter together with its successors in title or
assigns referred to as "the Indemnitee".

WHEREAS the Indemnitee conducts a business
consisting of the provision of accommodation
together with certain ancillary services, transport and
hunting facilities.

AND WHEREAS such services are provided at
various accommodations and hunting properties
under various names

AND WHEREAS the Indemnitor and Indemnitee have
entered into an agreement whereby the Indemnitee
shall provide accommodation and other services at
the various properties and further conduct hunting
safaris on the various properties for the Indemnitor.

AND WHEREAS the Indemnitee requires an Indemnity
against personal injury, death, damage or loss of
any kind suffered by the Indemnitor during the said
activities and the Indemnitor has agreed to grant
such indemnity.

NOW THEREFORE the parties hereto agree as
follows:

1. The Indemnitor indemnifies and holds the
Indemnitee harmless against any claim by the
Indemnitor for personal injury, death of any person,
sickness, loss of any or damage to any personal
articles, motor vehicles or other assets, belonging to
or in possession of or under the control of the
Indemnitor, whether caused or alleged to have been
caused directly or indirectly by the Indemnitee,
through delays, negligence, theft, failure of vehicles,
firearms or equipment or any other cause. 2. Such
negligence is given in favour of the Indemnitee and
any of its subsidiaries, members, agents,
representatives or any other persons acting for or on
behalf of the Indemnitee. 3. Such indemnification is
further given with regard to any occurrence during
the rendering of services referred to above, whether
at the various accommodations, during transport
provided by the Indemnitee to or from any venue,
and during hunting operations or any other activity.
4. The Indemnitor agrees to waive any claim which
may arise from the causes as set out above and
confirms that this indemnity and undertaking shall be
governed by and interpreted in accordance with the
laws of the Republic of South Africa. 5. The
Indemnitor acknowledges that he/she has been fully
informed of the dangers and risks involved during
hunting operations, transport and all other services
rendered by the Indemnitee. 6. The Indemnitor
agrees to abide strictly by and obey the instructions
of the Professional hunter and Outfitter of the
Indemnitee, who shall have complete discretion to
shoot and kill any animal wounded by the Indemnitor
or which may threaten human life. 7. The Indemnitor
undertakes to pay all costs involved, including the
value of such animal shot by the Professional Hunter
or tracker. 8. The parties hereto consent to the
jurisdiction of the Magistrates Court in terms of
Section 45 of Act 32 of 1944, as amended, in
respect of any dispute which may arise from this
agreement or cancellation thereof. 9. The Indemnitor
declares that he/she is of legal age and has full

legal capacity to sign this indemnity failing which
he/she shall be assisted by his/her legal guardian
through his/her signature below.

THUS, SIGNED AT _____ ON
THIS _____ DAY OF _____.

In the presence of the undersigned witnesses:
AS WITNESSES

1 _____

2 _____

Indemnitor: _____

THUS SIGNED AT _____ ON
THIS _____ DAY OF _____.

In the presence of the undersigned witnesses by the
legal guardian of the Indemnitor, who hereby assists
the Indemnitor and agrees to the conditions as set out
above.

AS WITNESSES

3 _____

4 _____

Legal Guardian: _____

THUS, SIGNED AT _____ ON
THIS _____ DAY OF _____.

In the presence of the undersigned witnesses:
AS WITNESSES

1 _____

2 _____

For and on behalf of the INDEMNITEE duly
authorised thereto: (NAME): _____

Signature