



RIDE MAASAI MARA LTD.

Indemnity, Waiver and Disclaimer

In this document "Ride Mara Ltd" shall mean and include all the following parties: Africa Eco Ltd, Lerai Safari Camp and Olerai Conservancy, 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 Olerai Conservancy, Maasai Mara National Park in Kenya as well as all property and facilities owned and/or leased and/or managed and/or controlled and /or traversed by Ride Mara Ltd.

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

Ride Mara Ltd and Lerai Safari Camp accepts the liability of an Innkeeper 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 Camp.

I, the undersignedof (country)..... agree that

I acknowledge that I am aware of and appreciate the real dangers and risks that are associated with game reserves, wildlife areas and safari camps 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 conservancy/national park 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.

I waive any and all claims of whatsoever cause (including negligence) or nature, howsoever arising, which I might have against Ride Mara Ltd

I undertake to indemnify and hold harmless and free, Ride Mara Ltd, 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 understand that I am obliged to notify Ride Mara Ltd of any medical condition that might affect me during the activity program so that adequate precaution can be taken beforehand;

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;



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That without derogating from the generality of the foregoing, I acknowledge that Ride Mara Ltd 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;

I freely and wilfully agree to all the terms and conditions under which the activity is being conducted, agree to obey all instructions from Ride Mara Ltd officials and staff at all times;

I acknowledge that I have verbally been notified of and understand the Ride Mara Ltd safety briefing and freely and wilfully agree to comply with these precautions at all times during my time at Ride Mara Ltd;

Participation by children under the age of 16 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 indemnify Ride Mara Ltd and hold Ride Mara Ltd harmless and free from any and all claims of whatsoever cause or nature which may arise on behalf of their existing or future 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 Olerai Conservancy on the day of *Signature.....

Witness:

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

RIDING HELMET WAIVER

I whilst on safari with Ride Mara Ltd have decided to ride without a riding helmet/hard hat. I understand that this is against the recommendation of the Ride Mara Ltd manager/guide and fully understand the risks involved having read and understood the previous indemnity form outlining the inherent risks of horse riding and safaris.