

## WAIVER AND RELEASE OF LIABILITY

### PLEASE READ CAREFULLY

There exists an element of danger inherent in carrying out activities within or about [*Keekorok Lodge/Samburu Lodge/Larsens Tented Camp*] ("the Lodge") including but not limited to activities such as game drives, guided nature walks, horseback riding, camel rides, bicycling, gliding, ballooning, sky jumping, motor sports, jogging, swimming ("the Activities"). In addition, there are dangerous and unpredictable animals (including crocodiles, buffalo, leopard, snakes, insects and others) within and about the Lodge area and these creatures are capable of causing injury or death.

Accordingly, you enter the Lodge and engage in the Activities at your own risk and of your own volition and by signing this Waiver and Release you hereby confirm that you are aware of all the risks associated with the Activities provided at the Lodge or resulting from your stay at the Lodge.

In view of this you hereby expressly agree to ASSUME any and all risks with respect to all of the Activities during your visit at the Lodge and HEREBY FOREVER RELEASE AND DISCHARGE Wilderness Lodges Limited ("the Company"), its directors, shareholders, employees, agents, affiliates, officers, successors, assigns, group companies and any owners or operators of the Company's Lodges from any liability whatsoever for all claims, proceedings, losses, liabilities and actions of any nature whatsoever that may accrue from your visit to the Lodge whether arising out of contract, tort (including any claim for negligence), breach of any statutory duty or otherwise.

The Company, its directors, shareholders, employees, agents, affiliates, officers, successors, assigns, group companies and any owners or operators of its Lodges shall therefore (to the extent permitted by law) not be liable for any death, injury, delay, direct, indirect or consequential loss or damage howsoever arising from, without limitation, your accommodation, your participation in the Activities or from any other service provided to you or activity in which you participate or from any act or omission of any person (or their sub-contractors, agents or employees whether acting within the scope of their contractual obligations, agency or employment or not) or from any attack or injury by any animal or person.

You further understand and hereby agree that other agencies including the travel agents through whom the booking was made shall not be liable for any death, injury, delay, direct, indirect or consequential loss or damage howsoever arising from, without limitation, your visit to the Lodge, your accommodation, your participation in the Activities or from any other service provided to you or activity in which you participate or from any act or omission of any person (or their sub-contractors, agents or employees whether acting within the scope of their contractual obligations, agency or employment or not) or from any attack or injury by any animal or person.

I/We acknowledge that I am/we are the legal guardian(s) of the minors accompanied by me/us as indicated below and hereby agree to ASSUME any and all risks with respect to their visit at the Lodge and further agree that this Waiver and Release of Liability is entered into on my behalf and on behalf of any such minors accompanying me, and is binding on my assigns, heirs and legal representatives.

**I/WE AGREE AND UNDERSTAND THAT BY SIGNING THIS WAIVER AND RELEASE OF LIABILITY I/WE WILL NOT HAVE ANY RIGHT WHATSOEVER TO RECOVER FROM THE COMPANY ANY LOSS, DAMAGE OR COMPENSATION WHETHER IN RESPECT OF ANY INJURY SUFFERED BY ME/US (INCLUDING ANY MINORS ACCOMPANYING ME/US) OR OTHERWISE OR CAUSED TO MY/OUR PROPERTY.**

This Waiver and Release of Liability shall at all times be governed by Kenyan law and if any portion of it shall at any time be unenforceable, such portion shall be struck out provided that the remaining portion shall remain in full force and effect.

By endorsing my/our signature below I/we hereby confirm that I/we have read and understood the above and the Company has satisfactorily explained to me/us the content of this Waiver and Release of Liability in a language that I/we understand and that we voluntarily accept the disclaimer herein by the Company, and voluntarily execute this Waiver and Release in favour of the Company.

Name and Address of Each Guest and any minors in the Group	Age	Nationality and Passport/Identity Card Number	Signature and Date (Guardian to sign on behalf of any minors)
1.			
2.			
3.			
4.			
5.			
6.			