

Welisa Holdings (Pty) Ltd

PO Box 1190
Plettenberg Bay
6600

86 Longships Drive
Plettenberg Bay
6600

INDEMNITY GUIDED SAFARI TOUR

IMPORTANT NOTICE

In terms of sections 48 and 49 of The Consumer Protection Act, Act 68 of 2008, and your attention is drawn to the following clauses in this Agreement that contain a limitation of the risk or liability of the Company; or constitute an assumption of risk or liability by you; or an indemnification of the Company:

- 1 Clause 1 your acknowledgement that the Activity is being undertaken at your own risk;
- 2 Clause 2 your acknowledgement that you will follow all instructions given by the Company's employees whilst undertaking the Activity.
- 3 Clause 3 in terms of which you grant the Companies the rights to use any photographs, DVD or other digital images taken whilst you and/or your child undertake the Activity.
- 4 Clause 6 allowing the Companies to cancel the Activity due to safety or other reasons.
- 5 The non-variation clause requiring all amendments of the Agreement to be in writing in terms of clause 8.

I, having signed this indemnity for myself and on behalf of my Child, if applicable, am aware that the guided safari tour and associated activities (hereinafter referred to as the "Activity") offered by Welisa Holdings (Pty) Ltd trading as Jukani "the Company" and which Activity I and/or my Child, is/are about to undertake, will involve the viewing of wild animals which are dangerous, and if contact is made with them, could result in injury or death to me and/or my Child and/or damage to my/our property.

I accordingly agree to the following terms and conditions which shall apply to my, and/or my Child undertaking the Activity, which terms and conditions I have read and have been given the opportunity of asking questions pertaining thereto, have understood and accordingly agree to be binding on me and/or my Child:

1. The Activity is being undertaken at my and/or my Child's own risk. I hereby, on behalf of myself as well as in my capacity as guardian for and on behalf of my Child, if applicable, my dependents, executors, administrators and assigns, forever discharge, release and indemnify the Companies, its directors or members (as applicable), employees, agents and subcontractors from any claim or claims by me in my personal capacity or as guardian for and on behalf of my Child, if applicable, or my said dependents, executors, administrators or assigns and in respect of any action that may be instituted by my Child upon the attaining the age of majority, for any death, personal injury and or damage to or loss of any personal possessions or any claim of whatsoever nature and howsoever arising from my and/or my Child undertaking the Activity, including any claims for consequential losses or damages, whether from the negligence, or any negligent act and/or omission or default of the Companies, its directors or members, employees, agents and subcontractors and/or insurers.
2. I undertake to comply with the instructions of the Companies' employees whilst undertaking of the Activity.
3. The Companies will become the owner of all photo's, DVD's and/or digital images taken of myself or my Child prior to, or whilst undertaking any Activity and/or after the Activity, whilst on the Companies' premises and I confirm that they may use all material as they deem fit and for whatsoever purpose.
4. Because of safety and security issues, I agree that I/my Child could be restricted from using the photography ramps during the Activity, it is for my/my Child's own safety and subject to the general indemnity contained herein.
5. I further acknowledge and agree that a portion of the Activity is to take place on property owned by the Plett Puzzle Park (hereinafter referred to as "PPP") and I accordingly agree that the indemnity of liability contained herein shall similarly apply to PPP and that any claim that I or my Child, if applicable, may have arising from the Activity shall be instituted against the Companies only and not against PPP.
6. The Companies reserve the right, in their sole discretion, to vary any Activity, to cancel or abort any Activity for safety, changes in weather or for any other reasons. In the event of the Activity being cancelled prior to my having commence the Activity in terms hereof, I agree that the Companies shall be entitled to reschedule the Activity and that the rescheduling of the Activity is the sole claim I may have against the Companies in the event of the Activity being cancelled or aborted in terms hereof.
7. I agree that the law governing the terms hereof is the prevailing law of the Republic of South Africa, and that the Court having jurisdiction to resolve any dispute arising out of this Agreement shall be the Magistrate's Court for the district of Knysna, and no other, regardless of the cause of action or that the amount involved exceeds the normal jurisdiction of the court.
8. I declare that this Indemnity sets out the full disclosure for me and my Child, if applicable, and the Companies and that any amendment to the terms and conditions contained herein shall be of no force nor effect unless contained herein.

2004/008193/07

Directors
T BLIGNAUT / CS DOS SANTOS / VD RUBIN