



RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, INDEMNITY AND CONSENT TO UTILIZE FOOTAGE AGREEMENT

Name and surname: _____

Date of birth: _____

("the Client")

This agreement should be thoroughly read and understood by the Client before signing it.

1. The Client is aware of all possible Risks, dangers and hazards associated with the Safari and Other Related Activities, and accepts and assumes all such Risks, dangers and hazards and the possibility of Loss resulting thereof.
2. The Client is further aware of the fact that the Safari will probably take place in very remote places where medical facilities and medical services are not readily available and accepts the Risks this may hold.
3. Graham Sales is not responsible for any Loss the Client may incur during the Safari and the Client herewith release Graham Sales unconditionally from any and all liability for such Loss, which the Client may incur or suffer as a result of the Client participating in the Safari and Other Related Activities.
4. The Client herewith waives any and all claims against Graham Sales as a result of the Client's participation in the Safari and Other Related Activities.
5. The Client herewith indemnify and hold Graham Sales harmless from any liability for any Loss, including consequential damages to the property of Graham Sales or personal injury to or death of any third party resulting from the Client's participation in the Safari and Other Related Activities.
6. The Client confirms that Graham Sales has advised the Client to have the Client's Insurance in place before commencing his travels and Safari to Africa and that the Client acknowledges and understands that it is the Client's responsibly to arrange its own comprehensive insurance including but not limited to trip insurance, travel insurance, medical insurance, etc.
7. The Client confirms, that entering into this agreement, the Client did not rely upon any oral or written representations or statement by Graham Sales other than is set forth in this agreement.
8. The Client hereby grant Graham Sales the right to videotape, film, audio record and/or photograph the Client and/or members of the Client's family, and the Safari. The Client hereby grant Graham Sales the exclusive, royalty-free rights to copyright, edit, publish, broadcast and otherwise use or disseminate all or any part of the Safari and the Client's voice, image and likeness contained therein, for promotional purposes, without condition or restriction, in whole or in part, in any medium or content whatsoever, including but not limited to, Graham Sales' website, print, radio, television or any other electronic or digital forms of media throughout the universe. Furthermore, the Client grant permission to use the Client's photographs and/or video, with or without the Client's name, for the purpose of advertising and publicity without restriction. The Client also agree that there will be no residual or any other type of payment, royalty or fee due in connection with the rights granted herein. The Client agree to release Graham Sales from any and all claims for compensation, libel, false light, invasion of privacy, moral rights and rights of publicity.
9. This agreement shall be binding to the fullest extent permitted by law and should any provision hereof be ruled to be unenforceable, the remaining terms and conditions will prevail and be enforceable.
10. The Client confirms that he/she/they have thoroughly read through this document prior to the commencement of the Safari, execute this agreement voluntarily, understand the contents thereof and understand it to be binding upon the Client's heirs, executors, administrators and representatives. The Client confirms that, if he/she enters into this agreement on behalf of a minor person or someone else not able to enter into this contract by him/herself, alone, the Client has the authorization and legally recognised standing to sign this agreement on such a person's behalf, as indicated.

11. Definitions

- 11.1. "Graham Sales" means: Graham Sales in person or any agent, officer, director, employee, volunteer, representative or associate of Graham Sales Safaris;
- 11.2. "The Client" means: the person/s signing this agreement and/or the person signing this agreement on behalf of a minor or mentally disabled person or otherwise physically handicapped, as guardian or by legal appointment or otherwise.
- 11.3. "The Client's Insurance" means: the comprehensive insurance the Client needs to take out, effective from commencement of the Client's travel to Africa and for the full duration of the Safari until the Client had returned from the Safari to his country of residence, which includes but may not be limited to comprehensive death and disability insurance, comprehensive medical and emergency medical evacuation, comprehensive Loss of personal affects whatever the cause and insurance to cover Loss/damage because of cancellation of this Safari.
- 11.4. "The Safari" means:
 - 11.4.1. All travel arranged by Graham Sales for the Client before, during or after the Safari including but not limited to all air travel, travel by motor vehicle of any kind, travel by public transport, any travel for reasons of hunting activities, travel by foot and all activities related or associated with travel of any kind.
 - 11.4.2. All accommodation and lodgment arranged by Graham Sales before, during or after the Safari for the Client and all activities and actions associated or related to the provision of accommodation including but not limited to utilization of all commodities at the disposal of the Client at the lodging facility including the indulgence of food and drink and the physical Risk this may hold;
 - 11.4.3. All activities associated with hunting or related to hunting activities inclusive of, but not limited to:
 - 11.4.3.1. Full physical exposure to the wilderness habitat in Africa, poachers, dangerous terrain, weather conditions, animals, reptiles, insects, bacteria, viruses;
 - 11.4.3.2. Use of firearms by the Client, Graham Sales and third parties;
 - 11.4.3.3. Use of hunting bows, knives and other potential harmful or potential fatal instruments or items associated with hunting of animals, slaughter of animals or skinning of animals by anyone;
 - 11.4.3.4. Exposure to open Fires or flames, extreme exposure to the wildlife habitat by way of stalking and being confronted by and/or attacked by dangerous animals.
- 11.5. "Other Related Activities" means: any other activity, situation or location the Client may be exposed to before, during or after the Safari.
- 11.6. "Risks" means: all risks, damages and hazards associated with the Safari, including but not limited to:
 - 11.6.1. Hunting in general and dangerous game hunting more in particular;
 - 11.6.2. Exposure to the wilderness habitat;
 - 11.6.3. Travel by public or private vehicle, buses, aircraft, hunting associated vehicles and by foot in the African wilderness;
 - 11.6.4. Weather and exposure to any dangerous weather conditions;
 - 11.6.5. Physical injuries such as muscular injuries, bruises, scrapes, cuts, sprains, dislocations, broken bones, and head, facial or dental injuries which might result from any accidental injury, illness resulting from food poisoning or parasites and possibilities of physical confrontations with man or beast whether caused by Graham Sales, the Client or any other person resulting in injury and/or death;
 - 11.6.6. Public violence, acts of God or criminal activity.
- 11.7. "Loss" means: any damage, injury or death sustained by the Client before, during or after the Safari, associated or related directly or indirectly to the Safari and Other Related Activities.

THUS DONE and SIGNED at _____ on this, the _____ day of _____ 20__

AS WITNESSES:

1. _____ _____
THE CLIENT

2. _____

When signing in a representative capacity:

On behalf of: _____ _____
GUARDIAN/ AUTHORISED
Date of birth: _____ **AGENT / REPRESENTATIVE**