



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

1. Details of Client: Name and surname: _____
Date of birth: _____
Details of anyone on whose behalf the Client signs this document; if applicable:
Name and surname: _____
Date of birth: _____
2. The Client will participate in the Safari at his/her/their own risk and indemnify and hold Graham Sales harmless against all liability for any loss, any damages and all costs (including attorney fees incurred in claiming or defending any claim whatsoever), arising out of any claim resulting from loss of life, Injury or damage to property, including consequential damage, before, during or after the Safari. The Client will therefore have no claim of whatsoever nature against Graham Sales, whatever the cause. The Client accepts full responsibility and liability for his/her/their actions before, during or after the Safari.
3. The Client is aware of all possible risks associated with travelling to and from Africa and participating in the Safari in Africa and consequently the Client assumes full responsibility for the risks of Injury, death or damage to property whether or not due to the negligence of Graham Sales and indemnify and hold Graham Sales harmless against any claims.
4. 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 and assumes the risks this may hold and the Loss this may cause.
5. The Client herewith accepts that Graham Sales may contract third parties to arrange for hunting destinations, hunting facilities, travel arrangements, catering arrangements and other aspects of the Safari not controlled or catered for directly by Graham Sales and the Client herewith accepts full responsibility and hold Graham Sales harmless against any claim for loss or damage or Injury last mentioned third parties may cause the Client.
6. Graham Sales does not accept responsibility for any trophies of the Client left in the care of a Taxidermist and the Client accepts all risks this may hold and accepts that such trophies, or the work to be done on it, is not under the control of Graham Sales.
7. The Client confirms that Graham Sales has advised the Client to have Comprehensive Insurance in place to cover all risks associated with the Safari and the Client acknowledges and understands that it is the Client's responsibility to arrange the Client's insurance. The comprehensive insurance the Client needs to take out, to cover all risks associated with Safari arranged by Graham Sales, 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 additional insurance to cover loss/damage because of cancellation of this Safari.
8. "Graham Sales" means: Graham Sales in person, as an outfitter and professional hunter, Graham Sales Safaris and Graham Sales Safaris (PTY) Ltd, Registration number 2015/005662/07, or any agent, officer, director, employee, contractor, volunteer, representative or associate of Graham Sales, Graham Sales Safaris or Graham Sales Safaris (PTY) Ltd.
9. "The Client" means: the person/s signing this document in his/her own capacity and in his/her capacity as guardian of a minor or mentally disabled person or physically handicapped or otherwise, by legal appointment or otherwise for such person or persons as indicated in clause 1 above.
10. "The Safari" means:
 - 10.1 All travel before, during or after the Safari by way of any vehicle, airplane, public transport, animal or by foot which includes getting into or out of any vehicle or airplane or getting onto or off of any vehicle or animal.

- 10.2 All accommodation and lodgement before, during or after the Safari and all activities and actions associated or related to the provision of accommodation including but not limited to utilization of any commodities at the disposal of the Client at the lodging facilities including the indulgence of food and drink and the physical risk this may hold;
- 10.3 All activities arranged by Graham Sales associated with hunting, directly or indirectly, or related to hunting inclusive of, but not limited to:
- 10.3.1 Full physical exposure to the wilderness habitat in Africa including but not limited to, poachers, dangerous terrain, weather conditions, sunburn, animals, reptiles, insects, bacteria, viruses;
 - 10.3.2 Use of firearms by the Client, Graham Sales or any other person the Client may be exposed to;
 - 10.3.3 Use of hunting bows, knives and other potential harmful or potentially fatal instruments or items associated with hunting of animals, slaughter of animals or skinning of animals by anyone;
 - 10.3.4 Exposure to open Fires or flames, extreme exposure to nature due to the stalking of animals, the shooting of animals and and/or being confronted by and/or attacked by animals;
 - 10.3.5 All activities not directly associated with travel, lodging or hunting, including but not limited to, demonstration of firearms use and practice shooting, socialising anywhere, accepting food, drink, or medication or medical treatment from Graham Sales during the Safari or any third party.
- 10.4 Any hunting, travelling, lodging or other activity the Client consents to participating in before, during or after the Safari, whether arranged by Graham Sales or not and whether the Client is in the care of Graham Sales or not.
11. "Injury" means: any Injury to the Client or Injury that may lead to the death of the Client which Injury the Client may incur before, during or after the Safari which may include but not limited to any muscular injuries, bruises, scrapes, cuts, sprains, dislocations, broken bones, head or facial or dental Injuries, illness resulting from food poisoning, alcohol poisoning, parasites, viruses, Injury caused because of over indulgence, over eating, drinking alcohol, taking drugs, drinking contaminated water, physical or emotional Injury because of possible confrontations with man or beast whether caused by Graham Sales, the Client or any other person, Injury caused by physical exhaustion or sunburn or lack of sufficient potable water, Injury or death caused by public violence , acts of God or criminal activity.
12. The Client confirms that, before signing this document, the Client did not rely upon any oral or written representations or statement by Graham Sales other than is set forth in this document. This document 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. The Client confirms that he/she/they have thoroughly read through this document prior to the commencement of the Safari, execute this document 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 signs this document on behalf of a minor person or someone else not able to sign this document by him/herself, the Client has the authorization and legally recognised standing to sign this document on such a person's behalf.
13. 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 agrees 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 agrees to release Graham Sales from any and all claims for compensation, libel, false light, invasion of privacy, moral rights and rights of publicity.

Should the Client not grant Graham Sales the rights as set out in clause 13 above, please sign in the box below.

THUS DONE and SIGNED at (place) _____ on this, the _____ day of _____ 20____

AS WITNESSES:

1. _____

THE CLIENT

2. _____