

Waiver and Release OF LIABILITY AND ASSUMPTION OF RISK

I **acknowledge** that the individual(s) named below (hereinafter referred to as “I” or “me”, including any and each minor child accompanying me, my personal representatives, my assigns, my heirs and my next of kin) wishes to utilize the various facilities (the “**Facilities**”) of Angama Mara and/or to participate in activities (the “**Activities**”) provided by Olkurruk Lodge Ltd t/a Angama Mara (the “**Company**”). As lawful consideration for being permitted by the Company to utilize the Facilities and/or participate in the Activities, I agree to all the terms and conditions set forth herein (this “**Release**”).

I am **well acquainted** and fully aware of and appreciate the real danger and risk of suffering bodily harm, injury, death and/or property damage which may arise as result of an encounter with and/or the presence of wild and dangerous animals, reptiles, birds and insects whilst utilizing participating in the Activities and the Facilities.

I **acknowledge** that I am voluntarily participating in the Activities and utilizing the Facilities with knowledge of the dangers involved and hereby voluntarily agree to accept and assume any and all risks of bodily harm, injury, death and/or property damage, whether caused by the negligence (including gross negligence) and/or intentional acts of the Company, of third-parties or otherwise, and I further acknowledge that such matters may be compounded by negligent emergency response or rescue operations of or for the Company or third-parties.

I hereby **waive and release** any and all claims of any nature whatsoever, now known or hereafter known in any jurisdiction throughout the world, against the Company and its officers, directors, employees, agents, affiliates, shareholders, members, successors and assigns (collectively, “**Releasees**”), including arising from those matters referred to above. I covenant not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability.

I shall **defend, indemnify and hold harmless** the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including without limitation consequential and indirect damages, attorney fees, advisory fees and the costs of enforcing any right to indemnification and/or other rights under this Release, and the cost of pursuing any insurance providers, incurred by/awarded against any Releasee arising out or resulting from any claim of a third-party related to my participation in the Activities and/or use of the Facilities.

Notwithstanding the above, the Company may at its discretion and without prejudice or admission of liability, arrange and pay for emergency medical treatment for and on behalf of any guest.

If, notwithstanding this Release, any Releasee is nonetheless determined by any competent authority to be liable to me for any damages arising from the risks I have agreed to assume hereunder and/or otherwise in relation to my use of the Facilities and/or my participation in the Activities, I agree that in all events that my aforesaid claims and damages shall be capped at the actually paid proceeds of the Company's insurance(s) in relation thereto, if any.

This Release constitutes the **sole and entire agreement** between the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. This Release is intended to be as broad and inclusive as is permitted by law. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of each Releasee. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the laws of the Republic of Kenya without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action arising under this Release may be brought only in the courts of Kenya and I hereby consent to the exclusive jurisdiction of such courts.

**I HAVE READ THIS RELEASE CAREFULLY
AND UNDERSTAND AND AGREE TO EACH OF ITS TERMS**

PRIMARY GUEST

SECONDARY GUEST

SIGNATURE

Personally and as parent and/or guardian
of any and each minor child of min and/or
accompanying me
(warranting my authority to do so)

Personally and as parent and/or guardian
of any and each minor child of min and/or
accompanying me
(warranting my authority to do so)

NAME

NATIONALITY

PASSPORT NO.

ADDRESS

DATE

