

Foxes Safari Camps Disclaimer & Indemnity Agreement

We take the safety of our guests and staff very seriously, and we will do our very best to ensure that you have a safe, comfortable and memorable stay with us.

This document contains exclusion from liability clauses, please read it carefully.

By signing the separate disclaimer and indemnity form at check in, on arrival to camp, I confirm that I understand and agree to all terms and statements made in this document.

I understand that I am required to read carefully and agree to this Assumption of Risk and Exclusion from liability document before Foxtreks Limited, trading as Foxes Safari Camps (hereafter the "Company") may accept me and those accompanying me, including any minors, as its guests.

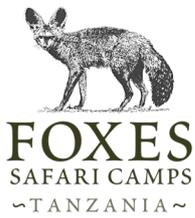
I understand that all of the Company's camps and lodges are located in wilderness areas and are not fenced off from their surroundings and are a considerable distance from any medical facility or personnel assistance. Wild animals, small and large, wander through the accommodation and can be very dangerous. The nature of the surroundings also causes an increased risk of fire, extreme weather conditions, bites from disease-carrying insects and theft.

I am aware that my stay at any of the properties managed and owned by the Company, using its facilities and participation in any activities organized by the company, contains inherent risks of accidents, illness, shock, fright, mental anguish, mental injury, bodily injury, death, disability, or loss or damage of property, which may be caused by altercations with wildlife, forces of nature, environmental pollutants, war or acts of hostilities in or from outside Tanzania, and other causes known or unknown. I recognise that such risks are present at any time before, during, and after the stay or activity.

Activities include but are not limited to game drives, boat safaris, walking safaris, air travel, vehicular travel, boat travel, unguided walks, fishing, canoeing, horse riding, cultural tours, lawn sports, biking, and interacting with domestic animals.

Facilities include inter alia swimming pools/plunge pools, deep lakes/streams, and beach/ocean, all without signs and lifeguards.

I fully acknowledge that I require the physical agility to board/disembark boats/cars/planes in rough and uneven terrain. If I require assistance the company will not be held liable for any mishap.



Lazy Lagoon Island Lodge

I fully understand that I am in a natural coastal environment where there are inherent dangers and risks in the surrounding ocean and natural environment. I understand that by using the facilities and activities provided by the Company, I may be brought into direct contact with these inherent dangers which can cause property damage/loss, serious bodily harm/injury, illness, paralysis, or death. I understand that these inherent dangers include but are not limited to strong ocean currents, poisonous/venomous/dangerous marine wildlife, piracy, excessive heat, sharp/rocky/uneven ground surfaces, extreme weather, and tidal flooding.

I agree to not hold the Company liable for any injury which occurs as a result of using the plastic jetty which can be very slippery and steep.

Rufiji – Ruaha – Vuma – Stanleys – Katavi

I fully acknowledge that when walking in and outside Foxes Safari Camps there is a real risk of encountering dangerous wildlife, and therefore I shall not walk in or outside the camp without the escort of camp personnel who can help mitigate against the risk.

Rufiji River Camp

I acknowledge that there is a risk of slipping or falling into a river containing strong currents and dangerous wildlife and should this happen and/or in the unlikely event that the boat capsizes I will not hold the company liable for loss or damage to property, personal injury, or death.

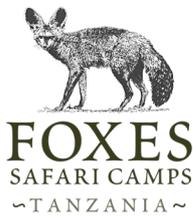
Mufindi Highlands Lodge

I am aware of the hazards associated with a working farm estate in an isolated area of Tanzania. These hazards can result in property damage/loss of property, serious bodily harm/injury, illness, paralysis, or death. Such hazards include deep lakes without signs or lifeguards, dense forest, uneven/rough/steep terrain, a public access road, the presence of poisonous plants, trees, and insects, diseases, a significant distance from any medical facility or health care workers, a working farm containing large, unpredictable and potentially dangerous animals, and sports requiring physical excursion in a hot climate.

I further understand that horseback riding is a dangerous activity, and I agree that horses are unpredictable by nature, often reacting suddenly to stimuli that can result in unintentional dismounting of the horse at high speed. I understand that when horseback riding there is a real risk of damage/loss of property, serious bodily harm/injury, illness, paralysis, or death.

I understand that there may be risks involved that are not known to me or the Company at the time of my stay, and I agree to assume responsibility for such unforeseeable risks. I agree and accept that although the Company has taken steps to reduce and mitigate risks, it is not always possible for the Company to make the facility at Foxes Safari Camps and the activities completely safe.

I confirm that I have obtained adequate medical/disability/life or other insurances to cover any injuries, losses, or damage to possessions. I further confirm to have obtained 'From



Scene of Accident Medivac Insurance'. I agree that in the event of an injury, the company may at its discretion, without admission of liability, arrange and pay for medical evacuation and/or treatment on my behalf. I irrevocably undertake the responsibility to pay for any aforesaid costs and expenses so incurred on me, to the Company on demand.

I agree to pay due heed to, and obey, any advice, guidance or instructions given during my stay from time to time by the company, its employees, management, officers, owner, suppliers and its associated or subsidiary companies or agents.

Lazy – Rufiji – Mufindi

I acknowledge and accept that it is my sole responsibility to always wear a life jacket while on a boat, swimming or near the water edge, and that it is my sole responsibility that any minors under my care always wear a life jacket while on the boat, swimming or near the water's edge. I understand that failure to do so could result in personal injury or death. I will not hold the Company liable for any claims as a result of consequences associated with boating and swimming including but not limited to property damage/loss, serious bodily harm/injury, illness, paralysis, or death.

For any participants under the age of eighteen, as a parent/legal guardian for these minors, I assume full responsibility for all expenses and liability on their behalf while staying at Foxes Safari Camps (Foxtreks Ltd.), using their facilities and partaking in activities.

I agree to hold the Company harmless from liability on behalf of all those under my booking and currently being checked in, and authorise the use of appropriate medical treatment in the event of injury.

This Assumption of Risks and Exemption from liability clause shall be binding upon me personally as well as upon my heirs, executors, and administrators and upon the minors and all the adults accompanying me who have either expressly or implicitly mandated me and on whose behalf I have assumed the said risks, and that these clauses shall be governed by and constructed in accordance with the laws of Tanzania.

By signing the disclaimer and indemnity form at check in, I confirm that I understand and agree to all terms statements made in the document. By signing the disclaimer and indemnity form at check in, I confirm that I understand and agree to all statements made in the document that the Company – Foxtreks limited, and all camps & lodges owned by these entities, any of their employees, subcontractors, or suppliers – do NOT accept any liability for any damage or loss of property, injury (fatal or otherwise) however caused. This also applies to items, which you have given in custody. This limitation of liability applies not only to the accommodation itself but also to any facilities or activities.

Notwithstanding the knowledge and appreciation of the risk and dangers involved when staying at Foxtreks camps and lodges, its facilities and partaking in activities, I am still desirous to stay at Foxes Safari Camps' (Foxtreks ltd,) camps and lodges, use its facilities and engage in the said activities and am prepared to waiver all claims of any nature whatsoever.