

CONTRACT OF INDEMNITY

1. RECORDAL

WHEREAS Daggaboy Safaris CC (“Daggaboy”) has entered into an agreement (“the main agreement”) with _____ (“the Client”) for the rendering of certain services as more fully set out in the main agreement relating, inter alia, to game hunting and provision of concomitant facilities.

AND WHEREAS the Client has entered into the main agreement as hereinbefore enunciated.

NOW THEREFORE the parties agree as follows:

2. GENERAL PROVISIONS

2.1 This agreement shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa.

2.2 If any provision of this agreement is in conflict or inconsistent with any law, the invalidity of any such provision shall not effect the validity of the remainder of the provision hereof.

2.3 The rule of construction, to the extent that this agreement shall be interpreted against the party responsible for the drafting and/or preparation thereof, shall not apply.

- 2.4 It is specifically agreed between the parties hereto that the main agreement is not a contract of employment and as such does not fall within the ambit of Employment Laws of the Republic of South Africa.
- 2.5 Failure by the Client to sign this agreement within 1 (one) hour from date of arrival in the Republic of South Africa or any other country in Africa designated and agreed upon by the parties for purposes of fulfilling the main agreement, shall result in forfeiture of the deposit paid by the Client in terms of the main agreement and immediate termination of the main agreement and the Client shall waive any further rights he may have in terms of the main agreement.
- 2.6 No latitude, extension of time or other indulgence which may be given or allowed by Daggaboy to the Client in respect of the performance of any obligation in terms of this agreement or enforcement of any right arising from this agreement and single or partial exercise of any right by Daggaboy shall under any circumstances be construed to be implied consent by Daggaboy or operate as a waiver or a novation of, or otherwise effect any of Daggaboy's rights in terms of – or arising from this agreement or stop Daggaboy from enforcing, at any time and without notice, strict and punctual compliance with each and every provision and term of this agreement.

3. INDEMNITY

- 3.1 The Client hereby expressly indemnifies Daggaboy in respect of any loss, damage, costs or expenses, consequential or otherwise, which may result by virtue of Daggaboy's obligations in accordance with the main agreement.

3.2 The aforesaid indemnification relates to Daggaboy, and includes but is not limited to its employees, agents and representatives.

3.3 This indemnity relates to any acts of Daggaboy and individuals contemplated in clause 3.2, inclusive but not limited to gross negligence.

4. WHOLE AGREEMENT

4.1 This agreement constitutes the entire agreement in respect of the contents thereof, between the parties and no variation, waiver, estoppel or cancellation of this agreement or any part thereof, will be of any force or effect unless it is reduced to writing and signed by a duly authorized representative of Daggaboy and the Client.

Dated at _____ on this the _____ day of _____ 2007.

AS WITNESSES

1. _____

2. _____

For and on behalf of Daggaboy
duly authorized thereto

AS WITNESSES

1. _____

2. _____

(Full names and last name of client)