

# KIKUYU LODGE GAME RESERVE

## STANDARD HUNTING/FISHING/ADVENTURE TRAVEL CONTRACT

This contract is entered into by and between KIKUYU LODGE GAME RESERVE, PTY, LTD

Kikuyu Lodge Game Reserve (hereinafter OUTFITTER), and \_\_\_\_\_ (hereinafter CLIENT)

1. CLIENT: \_\_\_\_\_ ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

TELEPHONE – DAY \_\_\_\_\_ NIGHT \_\_\_\_\_

2. OUTFITTER Kikuyu Lodge Game Reserve ADDRESS P.O. Box 102

CITY Alexandria STATE/COUNTRY Republic of South Africa

PHONE (U.S.) 269-273-6815 FAX (U.S.) 269-273-8796 EMAIL jw@jwadventures.com

3. COMMENCEMENT DATE OF SAFARI \_\_\_\_\_ ENDS \_\_\_\_\_

4. COST OF SAFARI: \$ \_\_\_\_\_

INITIAL DEPOSIT: \$ \_\_\_\_\_ DATE DUE Due upon signing

BALANCE DUE: \$ \_\_\_\_\_ DATE DUE 30 DAYS PRIOR TO DEPARTURE (July 27, 2009)

5. METHOD OF PAYMENT: Cash, Cashiers Check, Travelers Check, Credit Cards

6. OTHER EXPECTED COSTS: Government fees and Miscellaneous

7. CLIENTS ARRIVAL DATE: \_\_\_\_\_ DEPARTURE DATE: \_\_\_\_\_

AIRPORT Port Elizabeth AIRPORT: Port Elizabeth

8. SAFARI DESCRIPTION

9. SIGNATURES: THIS STANDARD CONTRACT MUST BE SIGNED AND DATED BY THE CLIENT AND OUTFITTER IN THE SPACE PROVIDED BELOW, OR THIS CONTRACT WILL NOT BE VALID. BY SIGNING THIS CONTRACT THE CLIENT AND OUTFITTER AGREE AND ACCEPT THE TERMS AND CONDITIONS THAT ARE STATED ON THE REVERSE SIDE OF THIS CONTRACT, INCLUDING NO GUARANTEES OF SUCCESS, UNLESS STATED ELSEWHERE ON THIS STANDARD CONTRACT.

CLIENT  
SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

OUTFITTER  
SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

STANDARD  
HUNTING/FISHING/ADVENTURE TRAVEL  
CONTRACT TERMS AND CONDITIONS

1. THIS CONTRACT SHALL BE CONSTRUED AND ENFORCED WITH THE LAWS OF THE REPUBLIC OF SOUTH AFRICA. ALL PARTIES HEREBY AGREE THAT THE PROPER VENUE FOR ANY LITIGATION CONCERNING THIS CONTRACT SHALL BE IN THE REPUBLIC OF SOUTH AFRICA. THE INVALIDITY OF ANY PROVISION OF THIS CONTRACT SHALL NOT IMPAIR THE VALIDITY OF ANY OTHER PROVISION. IN THE EVENT THAT ANY COMPETENT COURT OF LAW SHALL DETERMINE THAT THERE IS LIABILITY ON THE PART OF THE OUTFITTER FOR DAMAGES IN CONDITION WITH ANY PROVISIONS OF THIS CONTRACT, THEN AND IN THAT EVENT THE CLIENT AGREES THAT THE LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNT OF THE HUNT (#4 ON FRONT PAGE).
2. OUTFITTER ACTS ON THE EXPRESS CONDITION AND AGREEMENT THAT IN EXECUTING THE ITINERARY AND HUNT, THAT HE SHALL NOT BE LIABLE FOR ANY INJURY, LOSS, DAMAGE, ACCIDENT, DELAY, IRREGULATIONS OR EXPENSE ARISING OUT OF OR IN ANY WAY CONNECTED TO THE USE OF ANY VEHICLE OR SERVICE, STRIKES, WARS, WEATHER, SICKNESS, GOVERNMENT REGULATIONS OR RESTRICTIONS, ANY ENTERPRISE, HOTEL, AIRLINE, OR ANY OTHER ORGANIZATION, INDIVIDUAL OR AGENCY OR FOR ANY OTHER CAUSE IN CONNECTION HEREWITH. ALL SERVICES ARE SUBJECT TO THE LAWS OF THE COUNTRY VISITED. OUTFITTER IS NOT RESPONSIBLE IN ANY WAY FOR LOSS OR DAMAGE TO LUGGAGE OR ANY PERSONAL EFFECTS. OUTFITTER SHALL PROVIDE THE SERVICES AS OUTLINED IN THE HUNT DESCRIPTION (#8 ON FRONT PAGE) AND AS STATED ON THE FACE OF THIS CONTRACT AND OUTFITTER FURTHER AGREES TO NOTIFY THE CLIENT 30 DAYS IN ADVANCE OF THE COMMENCEMENT DATE OF THE HUNT OF ANY CHANGES IN THE ITINERARY. HUNT OUTFITTER SHALL EMPLOY QUALIFIED AND EXPERIENCED GUIDES OR ASSISTANTS FOR THE CLIENT IN THE EXECUTION OF THE HUNT AND PROVIDE RELIABLE AND UP-TO-DATE EQUIPMENT FOR THE USE DURING THE HUNT. OUTFITTER AGREES THAT ALL ANIMALS TAKEN BY THE CLIENT WILL BE FIELD DRESSED AND THE HIDES, HORNS, OR ANTLERS PROPERLY PREPARED FOR SHIPMENT TO A TAXIDERMIST. OUTFITTER RESERVES THE RIGHT TO WITHDRAW THE HUNT OR ANY PART THEREOF. THE OUTFITTER WILL BE RESPONSIBLE FOR MAKING THE FULL OR PARTIAL REFUND TO THE CLIENT. OUTFITTER FURTHER RESERVES THE RIGHT TO REFUSE OR RETAIN AS A MEMBER OF THE HUNT ANY PERSON AT ANY TIME (FOR JUST CAUSE) AND TO PASS ON TO THE HUNT MEMBERS ANY EXPENDITURES OCCASIONED BY DELAYS OR EVENTS BEYOND HIS CONTROL.
3. CLIENT REPRESENTS AND WARRANTS TO OUTFITTER THAT HIS PHYSICAL AND MENTAL CONDITION IS SUCH THAT HE IS CAPABLE OF MAKING THE HUNT. CLIENT ACKNOWLEDGES THAT EXPEDITIONS TO WILDERNESS AREAS FOR THE PURPOSES OF HUNTING OR ADVENTURE TRAVEL IS OF A DANGEROUS NATURE AND THAT THE USE OF HUNTING WEAPONS IS INHERENTLY DANGEROUS. NEVERTHELESS, THE CLIENT HEREBY ASSUMES THE RISK OF ANY LIABILITY RESULTING FROM ANY ILLNESS, ACCIDENT, INJURY, DEATH OR LOSS OF ANY NATURE ARISING OUT OF THE ACTIVITIES PROVIDED HERETO. CLIENT SHALL BEAR THE COST OF HUNTING LICENSES AND TRANSPORTATION TO HUNTING CAMP UNLESS STATED OTHERWISE ON THIS CONTRACT. CLIENT FURTHER AGREES THAT HE WILL FOLLOW ALL LAWS AND HUNTING REGULATIONS OF THE COUNTRY VISITED.
4. CANCELLATION: IF THE CLIENT CANCELS THE HUNT DURING THE PERIOD OF LESS THAN SIX MONTHS PRIOR TO THE COMMENCEMENT DATE OF THE HUNT THE CLIENT SHALL NOT BE ENTITLED TO A REFUND. IF THE CLIENT CANCELS THE HUNT DURING THE PERIOD OF MORE THAN SIX MONTHS PRIOR TO THE COMMENCEMENT DATE OF THE HUNT, THE CLIENT SHALL RECEIVE A REFUND MINUS TWENTY FIVE PERCENT OF THE HUNT (#4 ON FRONT PAGE). TWENTY FIVE PERCENT WILL NOT BE REFUNDED ON ANY CANCELLATION BUT CLIENT WILL BE ABLE TO APPLY THAT AMOUNT TO ANOTHER HUNT WITH THE SAME OUTFITTER WITHIN TWELVE MONTHS OF THE COMMENCEMENT DATE OF HUNT PROVIDED THAT THE CLIENT NOTIFIES THE OUTFITTER OF THE CANCELLATION AT LEAST 60 DAYS PRIOR TO THE COMMENCEMENT DATE OF THE HUNT. THE OUTFITTER MUST BE NOTIFIED BY REGISTERED MAIL OF ANY CANCELLATION. ANY AMOUNTS TO BE APPLIED TO ANOTHER HUNT MUST BE WITH THE WRITTEN APPROVAL OF THE OUTFITTER.
5. GENERAL AGREEMENTS. THIS CONTRACT SUPERSEDES ANY AND ALL PREVIOUS AGREEMENTS AND UNDERSTANDINGS WHETHER VERBAL OR WRITTEN AND CONSTITUTES THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN THE OUTFITTER AND CLIENT WITH RESPECT TO THE SUBJECT MATTER HEREFOR. ALL PARTIES SHALL CONSIDER A PHOTOSTAT OR FACSIMILE OF THIS CONTRACT A LEGAL DOCUMENT. THIS CONTRACT IS NOT ASSIGNABLE TO ANOTHER PARTY WITHOUT WRITTEN CONSENT OF THE OUTFITTER. THIS CONTRACT SHALL INSURE TO THE BENEFIT OF AND BE BINDING UPON THE PARTIES HERETO AND THEIR RESPECTIVE SUCCESSORS, HEIRS, AND BENEFICIARIES IF ANY.