

## WINE HOPPERS LIABILITY CLAUSE FOR ALL WINE HOPPERS GUESTS AND PARTICIPANTS

### Liability Clause:

Wine Hoppers, herein referred to as "the Company", operates safari tours using safari vehicles. While every effort is made to ensure the safety and security of our guests, participants acknowledge and accept that safari tours inherently involve certain risks and hazards. By participating in our safari tours, guests agree to the following terms:

1. **Assumption of Risk:** Participants understand and accept that safaris involve inherent risks, including but not limited to adverse weather conditions, rough terrain, and other environmental factors. Participants voluntarily assume all risks associated with the safari tour.
2. **Vehicle Safety:** The Company takes all reasonable precautions to maintain its safari vehicles in safe and roadworthy condition. However, participants acknowledge that safari vehicles operate in remote and rugged environments where breakdowns or accidents may occur despite diligent maintenance efforts.
3. **Acknowledgment of Responsibility:** Participants acknowledge that while the Company provides experienced guides and drivers, ultimate responsibility for personal safety rests with each individual participant. Participants are expected to follow all instructions provided by the tour guide and to exercise caution and common sense during the safari tour.
4. **Release of Liability:** Participants hereby release, waive, discharge, and covenant not to sue the Company, its directors, officers, employees, agents, and affiliates from any and all liability, claims, demands, actions, or causes of action arising out of or related to any loss, damage, injury, or death, including those caused by negligence, arising from or in any way related to participation in the safari tour.
5. **Indemnification:** Participants agree to indemnify and hold harmless the Company, its directors, officers, employees, agents, and affiliates from any and all liabilities, damages, losses, costs, or expenses (including reasonable legal fees) arising from or related to the participant's actions or omissions during the safari tour.
6. **Medical Assistance:** The Company will make reasonable efforts to provide medical assistance in the event of an emergency. Participants are responsible for any costs associated with medical treatment or evacuation.
7. **Insurance:** Participants are strongly advised to obtain comprehensive travel insurance, including coverage for medical emergencies, trip cancellation, and personal liability, prior to participating in the safari tour.
8. **Jurisdiction:** This agreement shall be governed by and construed in accordance with the laws of the Western Cape. Any dispute arising under or in connection with this agreement shall be subject to the exclusive jurisdiction of the courts of The Western Cape Division.

By participating in our safari tours, participants acknowledge that they have read, understood, and voluntarily agreed to the terms and conditions outlined in this liability clause.