

SOUTH AFRICA ZIMBABWE TANZANIA NAMIBIA MOZAMBIQUE ZAMBIA

**“TRUE AFRICAN EXPERIENCE”**



## TERMS OF THE AGREEMENT

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This is an agreement entered into between: \_\_\_\_\_ and Boss Hunting Safaris and Outfitters Pty Ltd, during the contracted period agreed to between the two parties. The client, which may also be referred to as "Hunter" or any non-hunting or hunting companion (if applicable) herein after referred to as "Observer" or "party" or "hunting party". Boss Safaris and Outfitters Pty Ltd is a privately owned outfitter service and also any of its assigned destinations, ranches or preserves, herein referred to as "concession". This document will be considered in effect and valid from the date of confirmation, in the form of this document being signed or by paying the required deposit.

## HUNTING PACKAGE

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### All hunting packages include the following:

- The Services of a licenced professional hunter/guide and the use of a fully equipped hunting vehicle.
- Accommodation during the contracted period
- All meals, snacks, beverages, local beers and wines.
- Trackers, skinners and the necessary field and camp staff.
- Laundry service.
- Airport pick-up and drop-off, as well as all land transfers during the contracted period.
- Field preparation of trophies and delivery of trophies to Splitting Image Taxidermy.
- Days - the days specified in the packages include one arrival day and one departure day.
- Animals listed in the package.

### All hunting packages exclude:

- Observer/Additional hunter rates unless otherwise specified in the package.
- Trophy and licence fees not specified in the package. This will be discussed with you before any bookings are made to avoid any confusion.
- Bait for animals such as Leopard, Hyena and Bushpig. This will be discussed before any booking is made.
- Taxidermy, packing, dipping and shipping of trophies.
- Airfare unless otherwise specified.
- Gratuities, personal expenses and personal insurance.
- Rental of rifles, shotguns and ammunition.
- Liquor

## INDEMNITY

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I, \_\_\_\_\_, accept full responsibility for any injury I or anyone in my party may incur while hunting with Boss Safaris & Outfitters Pty Ltd, or any affiliate ranch or outfitter location. I also hereby warrant and acknowledge that my general health is good and there is nothing which renders me unfit to participate in a safari or hunt as contracted, unless previously stated. I understand and appreciate fully the fact that there may well be risks, hazards and dangers involved to which I would be subjected, more particularly; that there will not always be protection in the form of fences, buildings and vehicles in which to take cover, and that exposure to one or more potentially dangerous animals, such as lion, elephant, buffalo, rhino, leopard, hippo, crocodile, as well as poisonous snakes, spiders, insects and plants and other natural hazards may occur whilst on safari; that rivers and dams may contain bilharzia and sickness may result upon entry into such waters. I am aware of the hazards and distribution of malaria in Southern Africa. That I am aware of the potential dangers of exposure to the sun - directly or indirectly - and that serious sunburn may result from unprotected exposure. I will inspect the safety of any tree stand or step before using it. I accept full responsibility for any tree stand, ladder stand, tower stand, blind or other stand I use and the height in which it is at. Furthermore, I will use all safety harnesses and other safety equipment at all times when the situation arises. I have read and understand and agree to, without reservation, all the terms and conditions outlined in this agreement and agree to all items...

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## INDEMNITY - CONTINUED

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terms and conditions. The Hunter and Party acknowledges the inherent risk of hunting big game and traveling by vehicle or any other conveyance, and/or horseback in the hunting areas and on both public and private lands and agrees on behalf of both the Hunter and Party, and Hunter and Party's heirs, executors and assigns, to hold the Outfitter or ranch, its agents, servants, employees and representatives harmless and indemnify them from and against any and all claims and liabilities, including but not limited to court cost's and legal expenses, which may arise by reason of any bodily injury or death to the Hunter and / or Party, and/or other people, and/or reason of any damage to property, and/or any reason of loss of time , and/or any other loss, real or perceived and/or as outlined below. Hunter and Party, accepts and acknowledges, by accepting this agreement, that all activities sponsored and/or conducted by the outfitter or its facilities, may be hazardous, and/or potentially dangerous due to the use of firearms/bows by hunters of varying degrees of proficiency during such hunts, any and all unrestrained wildlife or domestic animals, which may result in accident, loss, damage, injury or death. I accept the standard conditions of this agreement and I voluntarily assume the risk inherent in taking part in such a hunt/safari and I, together with my heirs, executors and administrators hereby release Boss Safaris and Outfitters Pty Ltd, its officers, servants, agents and representatives, from any duty or care towards me, in connection with my participation in any safari, and from liability from all or any claims that could accrue to me or my heirs, executors and administrators arising out of my participation in the safari or in any related activities irrespective of whether such claim or claims arose through the negligence of any person, or from any of the risks, dangers or hazards inherent in an African Safari, or of any loss of, or damage to, any property from any cause whatsoever and I further indemnify and hold harmless associated persons against any claims howsoever the same may arise. By my authorisation for the commencement of the hunt/safari, indicates that I have read and understand the rules and terms of this agreement on all pages.

## PAYMENT TERMS

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A deposit of One Thousand US Dollars (\$1000.00) is required to confirm a booking unless otherwise specified. You will be required to pay the outstanding balance of your package in full **ON THE NIGHT BEFORE YOUR LAST SAFARI DAY**. Any animals you may have added during your stay, additional charges, day trips, etc., will be added to the final bill. The final payment must be paid in full before your departure. You can make your final payment using the following methods: Wire Transfer, Cash, Check or Credit Card.

Credit Card: Please note that when paying by credit card, a 5% administration fee will be placed on the whole amount CHARGED. Animals can be swapped out at 50% of their pricelist value. Animals not hunted will be refunded at 50% of their pricelist value. Please inform your bank and credit card company that you will be traveling abroad and possibly making larger transactions while in South Africa to include your travel time to and from.

## JURISDICTION

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In all matters where it is or may be necessary to have recourse to the Court, Local South African courts shall have sole jurisdiction to the exclusion of the Courts of any other country, state or municipality and the law of the South African government shall prevail.

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## BOOKING CONDITIONS

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A deposit of One Thousand US Dollars (\$1000.00) is required to confirm a booking unless otherwise specified. The balance of the hunt must be paid in full on the last day of the contracted period. Additional charges (additional trophy fees, extra days, extra activities, etc.) must be paid in full before departure. The "Booking Form" and "Hunting Agreement" must be completed and returned before the safari can commence.

## CANCELLATIONS

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All deposits and payments are non-refundable, however all reasonable attempts will be made to reschedule the safari for another available date. If the safari/hunt is rescheduled for the following hunting season, a transfer fee may be applied. Force Majeure, meaning acts of God, explosion, floods, tempest, fire or accident, war, threat of war, sabotage, insurrection, civil disturbance, government intervention, weather conditions or other untoward occurrences. In the event of Force Majeure, the Outfitter is entitled to vary or cancel any itinerary or arrangement. Refunds in this case are solely at the discretion of the company, although all endeavors shall be made to refund where possible. Prices and fees pertaining to that hunt year and hunt selection will apply and a transfer fee may apply.

## CLIENT RESPONSIBILITY

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Clients may not carry any unlawful articles or substances whilst on any hunt at any location. Clients are to obey all instructions given at any time by the Outfitter or Professional Hunters. Boss Safaris and Outfitters Pty Ltd, promotes ethical hunting, and follows strict guide lines set out by PHASA, DSC and SCI in conjunction with the laws set out by the Department of Nature Conservation. If any hunter or observer offends against the prohibitions set out herein, the Hunting Outfitter will be entitled to immediately exclude from the safari/hunt any offender within the hunting party. Offenders are responsible for their own repatriation and all costs thereof. Boss Safaris and Outfitters Pty Ltd, will under no circumstances assist any such offender in any dealings or negotiations with any authority.

## RULES

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The Hunter and all members of the Party agree by authorising this agreement, that they are to follow all of the rules, laws and ethics provided herein and/or posted or provided at each of the facilities, or that may be added at any time for safety or clarification. These rules, laws and ethics include but are not limited to the following:

- 1). Compliance with all the laws of the Republic of South Africa is mandatory.
- 2). No loaded guns outside of designated hunting areas, this includes in vehicles or in lodging areas.
- 3). No Hunter shall hunt without a guide.
- 4). All minors must be accompanied by an adult (guardian) while hunting.
- 5). Alcohol or Drugs are prohibited while hunting or when any firearm/bow is being handled (loaded or not). If it is found that alcohol/drugs are consumed while hunting, or handling firearms/bows, the offender may be excluded from the safari, and be requested to leave the property without refund of any deposits paid.
- 6). Illegal drugs are prohibited at all destinations, and persons in violation may be removed from the premises without refund.
- 7). Hunters will conduct themselves in a sportsman-like manner at all times, both in and out of the field.
- 8). Safety is of utmost importance. All hunts are guided. You must have clearance from your professional hunter to shoot before you attempt to harvest an animal.

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## RULES CONTINUED

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9). All animals which have been hit are considered a kill. The hunter is ultimately responsible for any shot fired or taken. Hitting an animal and drawing blood, hair or by any physical signs of being hit, deems the hunt successful. All reasonable efforts will be made to recover your animal. It is ultimately your decision to release an arrow or bullet. The result thereof is YOUR responsibility.

## DRINKS & LIQUOR

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Boss Safaris and Outfitters Pty Ltd provides water, soft drinks, local beers and wines which are included in the package. The same are provided during meals. A bar is available with hard liquor drinks. Most of the liquor are local brands. If you have a special brand of liquor you would like to drink in the evening, please let us know in advance. Please note top shelf American brands such as Jack Daniels, Jim beam, etc must be requested ahead of time to be stocked in the bar. There are no Canadian brands available in South-Africa. If you wish to have Canadian Whisk-ey, such as Canadian Club, Windsor or Crown Royal, You will need to bring these with you. All liquor is required to be stored by the bar. Each person is allowed 2 bottles of liquor at the Duty free. There is absolutely no consumption of alcohol for any reason during the hunting day. Any person consuming alcohol during the day will not be allowed to hunt until deemed fit by the outfitter or professional hunter.

## DANGEROUS ANIMAL'S

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During the commencement of a hunt, if a animal, wounded or not, is deemed to be a danger to any person, it is at the discretion of the professional hunter to protect such persons, at any means necessary. This includes shooting and killing the animal. If you have wounded an animal, and the professional hunter is required by safety reasons to shoot and kill said animal, you as the client are still financially responsible for said animal.

## TAXIDERMY & HAIRSLIP

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Although we do our utmost best to prevent hairslip to any of the hides from the animals you may hunt, it does occur occasionally. Boss Safaris and Outfitters Pty Ltd will only replace the hides or any other part of the hide if hair slip occurs, and the evidence thereof can be proved before shipping the hides out of South Africa, therefore we highly recommend in the case of dip and pack, that you have your trophies tanned in South Africa before being shipped, the same applies to trophies being mounted in South Africa. Once your trophy is shipped out of South Africa, and you have not taken the necessary precautions as advised, Boss Safaris and Outfitters Pty Ltd can and will not be held responsible for any hairslip that may occur.

## SIGNATURE

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I, \_\_\_\_\_, agree to all the terms and conditions set out in this document, and with my signing of this document, I take full responsibility of the hunting party accompanying me on Safari with Boss Safaris and Outfitters.

HUNTER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_