

INDEMNITY

Aus Desert Tours (The Company)

4 x 4 Guided Tours

(Grading of 3 – 5)

1. Aus Desert Tours is a guided self drive desert tour in a pristine desert area known as Tsau//Khaeb National Park and where access has been prohibited to the general public for almost 100 years.
2. The area lies roughly between Oranje-Mund and Rosh Pinah next to the border of South Africa and Aus and Luderitz further north in Namibia.
3. As we offer different trips (see our website) of different durations it might be that your desert trip is not as challenging as the six days, five nights trips, it will still be expected from you who participate in any of our tips to sign this Indemnification. (Children under 18 to be assisted by their parents or guardians)
4. I, _____ the _____ undersigned, _____, Identity number _____ or passport number _____ do prohibits me and/or my family from participating in this dessert tour.
5. I confirm that I am fully aware of the possible dangers, hazards and risks of such a tour and that I have been made aware of the grading of this 4 x 4 desert trip and as such indemnify the Company known as Aus Desert Tours, its subsidiaries, agents, employees or representatives against any loss or damage to my vehicle or personal injury or loss sustained by myself and/or my family whilst participating in this 4 x 4 offroad adventure in the desert.
6. I understand that I must arrange for my own medical beforehand to be flown out if need be and will supply the Company with the detail should it be required. Although basic first hand will be provided I am solely responsible for myself and my family's well being.
7. I understand that in case of an emergency, breakdown, accident or crash of my vehicle I will be solely responsible for the recovery thereof and all costs in relation thereto.
8. Whilst the Company will do its best to assist and participate client as far as need be and to safeguard me and my family's safety, the trip as such cannot

be cancelled and will, depending on the circumstances proceed, with the other customers/participants.

9. I confirm that I have acquainted myself with the potential dangers that this trip might have including inter alia driving on rocky, sandy or muddy terrain.
10. As the terrain through which the 4 x 4 tour will be done is part of the Tsau / Khaeb National Park, I confirm and agree to follow the rules and regulations of this Park as explained to me by my tour guide.
11. In particular I confirm that my attention was specifically drawn to the following rules:
 - 11.1 I must always stay in the Guide's tracks except when otherwise informed by the guide.
 - 11.2 I must always stop in the Guide's tracks unless otherwise informed by the guide.
 - 11.3 I must camp on a spot designated by the guide.
 - 11.4 I shall not be allowed to remove any rocks, plants, bones, skeletons of animals, wood or anything else from this area, or whatsoever kind or description.
 - 11.5 I shall only take photos and only leave my footprints. All garbage of whatever description shall be brought back with me in my vehicle and discarded in a rubbish dump if and when available.
 - 11.6 I shall at all times abide by the rules and regulations laid down by my guide and follow his instructions provided it is legal.
 - 11.7 I shall at all relevant times be the responsible person ensuring the safety of my family in my car, and will not consume any liquor as the driver of my vehicle until such time as we have reached our camping destination for the day and there is no more driving.
 - 11.8 I confirm that my vehicle is adequately equipped for this desert trip and it is fitted with a basic recovery kit and comply with what the Company has prescribed for this trip.
 - 11.9 In general I together with my family hereby release the Company (Aus Desert Tours), its subsidiaries, owners, agents, employees or representatives from any duty of care towards me, in relation to this tour, and hereby indemnify, hold harmless and expressly exempt the Company, its subsidiaries, etc from any liability for delay, inconvenience, accident, injury, illness or death to my person or family or loss of property or damage to my property arising from any cause whatsoever whether such a claim arose from negligence of any person

or from any of the risks, dangers or hazards inherent to a tour of this nature.

Thus done and signed at Aus, Namibia on this _____ day of

_____ 2024.

AS WITNESSES:

1. _____

2. _____

3. _____

CLIENT