

FIREARMS / BOW / CROSSBOW WAIVER

Acknowledgement of risk and release of liability of participants in respect to firearm, bow, crossbow handling.

Renting Firearm
 Personal Bow
 Personal Cross Bow
 Personal Firearm

Available Rental Firearms & Rates

Firearm	5 Day Safari	7 Day Safari	10 Day Safari
.22 cal. Rifle & up to 40 Rounds of Ammunition	\$300	\$400	\$600
.243 cal. Rifle & up to 40 Rounds of Ammunition	\$300	\$400	\$600
.300 cal. Rifle & up to 40 Rounds of Ammunition	\$300	\$400	\$600
.375 caliber Rifle & up to 5 Rounds Ammunition	\$75.00 per day & up to 5 Rounds of Ammunition		
12 gage Shotgun & up to one box of Ammunition	\$60.00 per day & up to one box of shells		
12 gage Ammunition Additional Boxes	\$40.00 per box		

THIS FORM MUST BE READ AND SIGNED BY EACH PERSON WHO RENTS AND / OR WILL BE IN POSSESSION OF A FIREARM, BOW or CROSSBOW BEFORE USE OF FIREARM ON THE PREMISES AND FACILITIES OF AVULA SAFARIS.

* READ CAREFULLY BEFORE SIGNING*

FIREARM SAFETY RULES

- 1. ALWAYS keep the gun/bow pointed in a safe direction.**
 This is the primary rule of gun safety. A safe direction means that the gun is pointed so that even if it were to go off it would not cause injury or damage. The key to this rule is to control where the muzzle or front end of the barrel is pointed at all times. Common sense dictates the safest direction, depending on different circumstances.
- 2. ALWAYS keep your finger off the trigger until ready to shoot.**
 When holding a gun, rest your finger on the trigger guard or along the side of the gun. Until you are actually ready to fire, do not touch the trigger.
- 3. ALWAYS keep the gun/bow unloaded until ready to use.**
 Whenever you pick up a gun, immediately engage the safety device if possible, and, if the gun has a magazine, remove it before opening the action and looking into the chamber(s) which should be clear of ammunition. If you do not know how to open the action or inspect the chamber(s), leave the gun alone and get help from someone who does.

When using or storing a gun/bow, always follow these rules:

- Know your target and what is beyond.**
 Be absolutely sure you have identified your target beyond any doubt. Equally important, be aware of the area beyond your target. This means observing your prospective area of fire before you shoot. Never fire in a direction in which there are people or any other potential for mishap. Think first. Shoot second.
- Know how to use the gun/bow safely.**
 Before handling a gun, learn how it operates. Know its basic parts, how to safely open and close the action and remove any ammunition from the gun or magazine. Remember, a gun's mechanical safety device is never fool proof. Nothing can ever replace safe gun handling.

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- **Be sure the gun/bow is safe to operate.**

Just like other tools, guns need regular maintenance to remain operable. Regular cleaning and proper storage are a part of the gun's general upkeep. If there is any question concerning a gun's ability to function, a knowledgeable gunsmith should look at it.

- **Use only the correct ammunition/arrows for your gun/bow.**

Only BBs, pellets, cartridges or shells designed for a particular gun can be fired safely in that gun. Most guns have the ammunition type stamped on the barrel. Ammunition can be identified by information printed on the box and sometimes stamped on the cartridge. Do not shoot the gun unless you know you have the proper ammunition.

- **Wear eye and ear protection as appropriate.**

Guns are loud and the noise can cause hearing damage. They can also emit debris and hot gas that could cause eye injury. For these reasons, shooting glasses and hearing protectors should be worn by shooters and spectators.

- **Never use alcohol or over-the-counter, prescription or other drugs before or while shooting.**

Alcohol, as well as any other substance likely to impair normal mental or physical bodily functions, must not be used before or while handling or shooting guns.

- **Store guns/bows so they are not accessible to unauthorized persons.**

Many factors must be considered when deciding where and how to store guns. A person's particular situation will be a major part of the consideration. Dozens of gun storage devices, as well as locking devices that attach directly to the gun, are available. However, mechanical locking devices, like the mechanical safeties built into guns, can fail and should not be used as a substitute for safe gun handling and the observance of all gun safety rules.

- **Be aware that certain types of guns/bows and many shooting activities require additional safety precautions.**

I hereby make application for use, on this or future dates, of *Avula Safaris* rifle(s), at *Avula Safaris* facility and concession properties, which use includes, but is not limited to, the use and discharge of rental / personal firearms at *Avula Safaris*, and the services by employees of *Avula Safaris*. I also understand that if I am familiar with the proper handling, loading, use, and / or discharge of firearms, or ammunition that I intend to use at *Avula Safaris*. In the event that I cause an injury (or death) to myself or another person, or to the property of *Avula Safaris* including concession property, I agree to indemnify and hold harmless *Avula Safaris*, together with its agents, representatives, Professional Hunters, members, and employees, from any and all claims for injuries and/or damages brought by the injured person as a result of my acts or omissions, whether negligent or otherwise. I understand and acknowledge that *Avula Safaris* Lodges and concession properties are a location within which firearms discharge deadly ammunition. I further understand that the discharging of firearms and the use of ammunition have inherent dangers that no amount of care, instruction, or expertise can eliminate. I expressly and voluntarily assume all risks of personal injury or death sustained while using a rental / personal firearm at *Avula Safaris*, including the risk of negligence. I further agree that no oral representations, statements, or inducements apart from the foregoing written Agreement have been made and that any modification of this Agreement will be effective only if it is in writing and signed by the party to be charged. I have made an independent evaluation of the risks associated with my use of a rental firearm, and based thereon, I re-affirm my assumption of the risks set forth above. I have read and understand these rules and agree to follow and abide by each rule. I understand that eye protection, in the form of safety glasses, and hearing protection are recommended for my use of a rental / personal firearm at *Avula Safaris*. I further represent that I am under no kind of restraint against the possession or use of a rental firearm, including any sort of domestic violence restraining order, and that I am legally free to, possess and handle firearms.



Having carefully read and understood this waiver before participating in Safari Activities, I hereby declare:

I certify that I am experienced and skilled in the proper handling, loading, use, and discharge of all firearms/bows and ammunition/arrows that I intend to use at *Avula Safaris* and its concession properties. I agree to absolutely and unequivocally release from any liability and hold harmless *Avula Safaris* and any and all of its employees, Professional Hunters, agents, representatives, officers, and members with respect to my use of *Avula Safaris* facilities and properties.

The following waiver of all claims, release from all liability, assumption of all risks, warranty not to sue or institute any other action against any party contemplated herein and further ancillary terms of agreement are entered into by me, the undersigned (the "Client"), with and for the benefit of *Avula Safaris* 2017/357158/07, its owner(s), employees, volunteers, business operators, partners, agents, associated companies and the site property owners or lessees of properties on which Safari Activities are carried out as well as any other person (whether natural or a legal entity) whatsoever that the Participant may in any way come into contact with or be referred to by any of the aforesaid persona for purposes of or in relation in any way to Safari Activities (all of the aforementioned persona are hereinafter collectively referred to as the "Host").

My agreement above is binding on my heirs, next of kin, executors, administrators, attorneys, trustees, parents, legal guardians, curators and assigns or any other person who is or becomes entitled to act on my behalf ("Representatives") and I accordingly instruct them to abide hereby.

I agree that this waiver and all terms contained herein are governed exclusively and in all respects by the laws of the irrevocably submit to the exclusive jurisdiction of the courts of the Country, Province or Territory of Southern Africa and I agree that no other court can exercise jurisdiction over the terms and claims referred to herein. Any litigation to enforce this waiver will be instituted in the Country, Province or Territory of Southern Africa in which the Safari Activities are provided by the Host.

I, the undersigned (*full names, residential address and passport number*)

Client Name (*please print*): _____ Passport Number _____

Address (*City, State, Zip Code*): _____

THUS DONE & SIGNED AT _____ THIS _____ DAY OF _____

Signature (*Client / Participant*): _____

Witness (*Anyone over 18 years old*): _____

All persons utilizing the range are required to receive, understand and sign the rules, regulations and disclaimer and waiver of liability notice. A responsible adult must accompany persons under eighteen (18) years of age. This adult shall act as a coach, and MUST remain with the minor(s) at all times while the minor(s) is utilizes the rental firearm.

PARENT / LEGAL GUARDIAN of a MINOR (*under 18 years of age*)

I, the undersigned (*full names*): _____ in my capacity as parent / legal guardian (*delete which is not applicable*) of the above participant, agree to the said minor participant taking part in Safari Activities, and agree that the said minor shall be subject to the terms and conditions of this indemnity.

Signature (*Parent / Legal Guardian*): _____

Please complete, sign and email back to us.

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