



TSARA KOMBA

CHECK-IN INDEMNITY / WAIVER

I, the undersigned _____ agree that

In this document:

“Activity/ies” shall mean and include all activities provided for or arranged by Sarl Eden trading as Tsara Komba, including all activities related (whether directly or indirectly) to quad- or motor-biking, animal interactions, boating, launches, landing, scuba diving, snorkelling, swimming, fishing, skin diving, surfing, kayaking, paddleboarding, kite surfing, surf skiing, wakeboarding, water skiing, jet skiing, cultural visits, nature walks, hiking, spa treatment, yoga, bicycling and visits to the Time and Tide Foundation Projects as well as travelling, whether on foot or by vehicle (including but not limited to buggies), watercraft or aircraft (including but not limited to helicopters), to or from or within destination areas, and any associated tourism, entertainment or leisure activities.

“Associates” shall mean and include the undersigned’s spouse (incl. any common law wife/husband), life partner, children and dependants (minor or adult), heirs, executors, successors-in-title, estate, beneficiaries, trustees, administrators, assigns and agents (incl. any primary agent).

“Destination area” shall mean and include all tourism, wildlife, leisure, entertainment and other areas in Madagascar, and any other areas where Tsara Komba carries out operations or does business, as well as all property and facilities owned, leased, managed, controlled or traversed by Tsara Komba, and further includes areas owned or controlled by persons who provide facilities or services to or on behalf of Tsara Komba, or to guests of Tsara Komba.

“Harm” shall mean and include any injury (bodily or otherwise), illness, death, damage, loss, expense, cost or other adverse consequences.

“Tsara Komba” shall mean the Time and Tide Group, and includes (without limitation) Time and Tide Ltd, Time and Tide SA (Pty) Ltd, Kapani Ltd, T+T Air Services Ltd, MP Private Equity Holdings Ltd and Bon Espoir 847 Ltd and all of the companies connected with them in a network of direct and indirect shareholdings (whether holding, subsidiary, associated or affiliated) and including, without limitation, all of the companies, organizations, trusts, associations and entities that are directly or indirectly owned, managed and/or controlled by companies in the abovementioned network, and further including all directors, members, trustees, employees, agents and representatives of the companies, organizations, trusts, associations and entities that form part of the said network.

“Time and Tide Foundation Projects” shall mean the various philanthropic projects and programmes undertaken by the Time and Tide Foundation.

1. I am aware of and appreciate that there is a real risk of suffering Harm as a result of the real hazards, dangers and risks (collectively **“Risk/s”**) which are inherent in or associated with the destination and activity/ies including but not limited to:
 - a. the presence of wild, unpredictable and dangerous animals, insects and reptiles and their propensity to behave in ways that may result in Harm;
 - b. the presence of poisonous, toxic or harmful plants and objects that may cause Harm;
 - c. the prevalence of tropical, communicable and other diseases (including but not limited to Covid-19 and related diseases) and the real risk of suffering Harm as a result thereof;
 - d. the risk of Harm arising from conveyance in or on any vehicle, watercraft, aircraft or other mode of transport (open or closed) on roads and/or over uneven and rough terrain, in the bush or wild, in the air or on water, including but not limited to: vehicle, watercraft, aircraft or other transportation accidents; the incorrect or negligent operation of machinery, equipment, vehicles and other forms of transportation and/or any defects therein; traversing obstacles, rivers, streams, lakes, the ocean and other bodies of water that may be affected by unpredictable weather, tides and other circumstances where there may not be any effective warning or control systems that might be expected in first-world jurisdictions;
 - e. the risk of Harm arising from natural disasters, uncontrollable or unforeseen events, or extreme weather conditions;
 - f. the risk of Harm arising from theft;
 - g. the risk of Harm associated with unlawful, hostile or criminal acts by third parties, and with acts of terrorism, war, civil unrest, riot, detention, arrest or other act of any state, government, authority, organization or body (whether formally constituted, legally recognised or otherwise);
 - h. the risks associated with undeveloped or partially developed countries and jurisdictions, including the unavailability of reliable electricity and communications, and problems associated with limited or unavailable health, safety and security services;
 - i. the potential for my air carrier increasing flight prices or changing flight departure dates and times, and the effects thereof on other arrangements.

and I acknowledge and voluntarily accept and assume all responsibility for all Risks.

2. In addition to the abovementioned Risks, I am aware that there are additional specific Risks of Harm associated with each activity. I acknowledge that it is my responsibility to become acquainted with these Risks before participating in the activity/ies and I voluntarily accept and assume all responsibility for said Risks.
3. I am aware that I must be in a state of good health to safely participate in the activity/ies and warrant that I am in such a state of good health. I further warrant that I am not taking any medication at present that could impact on me participating in the activity/ies safely.



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4. I participate in the activity/ies voluntarily and entirely at my own risk. I and my Associates accordingly release and discharge Tsara Komba from any claims, actions, proceedings, damages, losses, costs, and expenses including, without limitation, any direct, indirect, special, incidental, consequential, or punitive damages (collectively "**Claim/s**") which I or my Associates may have against Tsara Komba by reason of any matters, cause or thing whatsoever, including inter alia, death, disability, injury, loss, theft or damage to property or any other Harm, or any delays and/or cancellations of the activity/ies or part thereof arising from or relating directly or indirectly to any Risks, or otherwise arising from my participation in the activity/ies, and including any negligence on the part of Tsara Komba (collectively "**Causes**").
5. Without limiting the generality of the foregoing:
 - a. I and each of my Associates hereby waive any and all Claims that I or they may have against Tsara Komba of whatsoever nature or Cause, and howsoever arising.
 - b. I undertake to indemnify, defend and hold Tsara Komba harmless and free from any and all Claims made by any of my Associates, irrespective of the Cause.
6. I will be directly liable to reimburse Tsara Komba should Tsara Komba pay for emergency medical treatment on my behalf or on behalf of my Associates (which Tsara Komba may do at its own discretion and without admission of liability).
7. Should I visit one of the Time and Tide Foundation Projects I agree to comply with the Time and Tide Foundation Child Protection Code of Conduct which will require me to treat all minor (a person under the age of 18) beneficiaries and adult beneficiaries with respect, not to use inappropriate language, not to behave inappropriately, to ensure that I am never alone with any minor beneficiary, to disclose any criminal history I may have pertaining to child abuse and, when photographing or filming: to assess and comply with local traditions or restrictions; to obtain the consent of the adult beneficiary whom I wish to photograph or film before proceeding; to obtain the consent of a supervising adult to photograph or film a minor beneficiary before proceeding; to ensure all photographs and videos present minor beneficiaries and adult beneficiaries respectfully and with dignity; to ensure all photographs and videos are honest representations of the context in which they were taken; and to ensure that all file labels, meta data or text descriptions pertaining to the photographs or videos do not reveal any identifying information of a minor beneficiary or adult beneficiary.
8. Any provisions in this document which express any benefit for or confer rights or protections in favor of Tsara Komba constitute irrevocable stipulations for the benefit of all of the companies, organisations, trusts, associations, entities and persons in Tsara Komba, and such benefits, rights and protections may be adopted and enforced by any one or more of such companies, organisations, trusts, associations, entities and persons, at any time.
9. No variation, novation or cancellation of this agreement shall otherwise be binding unless reduced to writing and signed by me and an authorized representative of Tsara Komba.
10. Each provision of this document shall be regarded as a separate and severable provision which is separately enforceable. In the event of any one or more of the provisions being found to be invalid or unenforceable, then that or those provisions shall be severed from this document and the remaining provisions shall continue in full force and effect.
11. This document and any dispute or Claim arising out of or in connection with it or its subject matter, validity or formation, as well as any non-contractual disputes or Claims between Tsara Komba, myself and my Associates shall be governed by and construed in accordance with the laws of the Republic of Mauritius and the courts of Mauritius (to whose jurisdiction I hereby submit and irrevocably consent) shall have exclusive jurisdiction to finally determine any such dispute or Claim.
12. Tsara Komba shall be entitled to refer any dispute or claim to arbitration in terms of the Rules of the Arbitration Foundation of Southern Africa ("**AFSA**"), to be heard by a single arbitrator in Port Louis, Mauritius. The arbitrator shall be appointed in terms of the AFSA Rules.

I am aware that this document has serious legal consequences. I confirm that I have read and understand the provisions contained herein and that I am bound thereby. I confirm further that I am of sound and sober mind and that I sign this document of my own free will and volition.

Signed at _____ on this the _____ day of _____ 2025.

WITNESS SIGNATURE

GUEST SIGNATURE

In the event of the guest being under the age of 18 years, this document must also be signed by his/her legal guardian.

Signed at _____ on this the _____ day of _____ 2025.

WITNESS SIGNATURE

GUEST SIGNATURE