



11th International Kimberlite Conference
Gaborone, Botswana
18-22 SEPTEMBER 2017

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LIABILITY WAIVER AND CONSENT

By reading this document and agreeing to these terms, you will waive certain legal rights, including the right to sue. Please read carefully.

In consideration of the 11th International Kimberlite Conference Society in Canada (the "**Society**") and the 11th International Kimberlite Conference Organization in Botswana (the "**Organization**") permitting me to participate in various activities offered at the 11th International Kimberlite Conference in and around Gaborone, Botswana (inclusive of trips to South Africa, Namibia, Lesotho and other parts of Botswana), with transport including but not limited to travel by scheduled or chartered aircraft, on or off road vehicle or water craft, hiking and camping (collectively, the "**Activities**"), the following waiver of all claims, release from all liability, agreement not to sue and assumption of all risks and further terms of this agreement (the "**Waiver & Consent**") is entered into by me with and for the benefit of the Society and Organization.

1. Waiver of Claims, Release from Liability and Agreement Not to Sue

I, _____, (the "**Participant**") waive any and all claims that I have or may in the future have against, and release from all liability and agree not to sue, the Society and Organization and any of either's directors, officers, representatives, employees, servants, instructors or agents (the "**Personnel**") for any personal injury, death, property damage or other loss that I sustain during or as a result of my participation in the Activities due to any cause whatsoever on the part of any one or more of the Society and Organization, the Personnel, others or any of them, including:

- (a) negligence (the meaning of which includes failure to use such care as a reasonably prudent and careful person would use under similar circumstances and failure to meet such standards of care applicable to such circumstances);
- (b) breach of any other duty imposed by law, including any duty imposed by occupiers liability or other legislation;
- (c) breach of any contract; and
- (d) mistakes or errors in judgment of any kind.

2. Assumption of Risk

I am aware of the risks inherent in participation in the Activities. In particular I understand that the Activities may involve strenuous physical activity and that I could receive a serious injury, including permanent disability, death and other losses both to me and my property which may result from the failure for any reason (including negligence) of the Society or Organization or the Personnel.

I assume and accept all risks and dangers of participating in the Activities including the possibility of physical injury, death and property damage or other losses. I willingly accept these risks and agree to the terms of this Waiver & Consent even if the Society or Organization or the Personnel or either of them are found in law to be negligent or in breach of a duty of care or any other obligation to me in relation to the Activities.

I understand the importance of following the instructions and precautions given by the Society and Organization and the Personnel as well as the employees of any mine, project, or company which the

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CONVENOR:
Read Mapeo,
University of Botswana,
Gaborone, Botswana

CO-CONVENORS:
Martin Roberts, Debswana, Gaborone, Botswana
Alexander Proyer, University of Botswana, Gaborone, Botswana
Barbara Scott Smith, Scott-Smith Petrology Inc., North Vancouver, Canada

HON. CONVENOR:
John Gurney, MS Group, Cape Town, South Africa



Activities visit in relation to the Activities, including, but not limited to, the wearing of safety belts in vehicles and floatation devices in water crafts, the use of personal protective equipment in particular hard hats and steel toed boots, safety vests and approved eye protection.

Furthermore, I understand that travel associated with the Activities is subject to unforeseen delays and neither the Society nor Organization nor the Personnel are responsible for any delays that occur which result in any financial loss or delays associated with my independently organized travel.

3. Further Terms

I hereby authorize the release of any photographs taken of me while participating in the Activities.

In agreeing to this Waiver & Consent, I am not relying on any oral, written or visual statements of any kind, including any promotional statements, brochures or flyers made or distributed by the Society or Organization or by any of the Personnel to induce me to attend, or to participate in the Activities.

I agree that this Waiver & Consent and the agreements and assumptions of risk that it contains will be governed in all respects by and interpreted in accordance with the laws of the Province of British Columbia and I hereby irrevocably attorn to the jurisdiction of the Courts of the Province of British Columbia.

I confirm that I am of the full age of nineteen (19) years or older, that I have had sufficient time to read and understand what I am agreeing to in this Waiver & Consent and that this Waiver & Consent will be binding upon my heirs, next of kin, executors, administrators and successors.

I understand and agree to the above terms and conditions.

Signed by the Participant in the presence of the witness set out below:)

_____))

Signature of Witness)

_____))

Name of Witness)

_____))

Address)

_____))

Occupation)

_____))

_____) Signature of Participant