



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

www.11ikc.com

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

CO-CONVENORS:
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