



DISCLAIMER AND INDEMNITY

I, the undersigned, voluntarily agree that certain rights or claims which I and my **guests** have or could otherwise have acquired against **HESC** will be limited or excluded as set out in this agreement.

1. INTERPRETATION AND APPLICABLE LAW

This agreement will be interpreted in accordance with, and any claims against **HESC**, will be governed by, the law of South Africa and may only be instituted before a South African court to the exclusion of all other jurisdictions.

2. DEFINITIONS

In this agreement the following words and expressions bear the meanings assigned to them below:

2.1 "Activity" means any activity in or in connection with the operation, management or pursuits of **HESC**, and, without detracting from generality of the foregoing, includes:

2.1.1 the transport of me or a **guest** by motor vehicle or otherwise;

2.1.2 nature walks;

2.1.3 elephant-back safari's;

2.1.4 visits to the Hoedspruit Endangered Species Centre;

2.1.5 any activity while attending a student programme; and

2.1.6 any exposure to possible attack or causing of injury by game, wild or domestic animals, birds, reptiles or insects;

2.2 "HESC" means Hoedspruit Endangered Species Centre, and depending on the context, includes:

2.2.1 Kapama Game Reserve (Pty) Ltd, L L Roode 1/a Camp Jabulani and L L Roode 1/a Hoedspruit Endangered Species Centre, the owners of HESC;

2.2.2 the Hoedspruit Endangered Species Centre;

2.2.3 the directors, managers, officers, employees, agents, independent contractors and other persons who directly or indirectly assist with or are involved in the operation or management of HESC;

2.2.4 associated subsidiary or holding companies of the owners as well as their directors, officers, employees and agents; and

2.2.5 service providers or other guests or invitees at HESC;

2.3 "Guest" means a member of my family and any guest who accompanies me including, without detracting from the generality of the foregoing, my or a guest's life partner, dependant or child (whether minor or adult);

2.4 "Injury or Loss" means harm:

2.4.1 caused by any **activity**; or

2.4.2 suffered by me or any **guest** while staying at or visiting or using any **HESC** facility;

including physical or mental injury, death, direct or indirect damage, any delay, failure, breakdown, injury, loss of profits, incidental, special or consequential damage, including medical and other expenses caused by the **activity**, stay, visit or use in question.

3. ACKNOWLEDGEMENT

3.1 I acknowledge that I:

3.1.1 appreciate the risks and dangers associated with the **activities**, including the risk of **injury or loss**, to which I and my **guests** may be exposed while staying at or visiting **HESC** and that participation in any **activities** are entirely voluntary and at the participants' own risk; and

3.1.2 am aware that wild animals are inherently dangerous and that their behaviour is often unpredictable.

3.2 I undertake to keep my **guests** informed of the risks and dangers to which they will be exposed during their stay at or visit to **HESC**.

4. DISCLAIMER

In view of the foregoing, I understand and agree that neither I nor any of my dependants shall have any claim in contract, delict ("tort") or on any other ground whatsoever for any **injury or loss** which I may suffer, which is caused, whether wholly or in part by:

4.1.1 my failure to attend and heed any briefing or to heed any warning, caution or advice given by **HESC** about the dangers involved and the safety precautions which must be observed while participating in any of the **activities** or while staying with or visiting or using any **HESC** facility;

4.1.2 my failure to comply strictly with all the aforesaid safety precautions and any instructions which are given by **HESC** before or in the course of such **activities**;

4.1.3 my failure to exercise the utmost care in whatever I do, or decide not to do, while being at **HESC**; or

4.1.4 the behaviour or actions of any animal, bird, reptile or insect which cannot reasonably be prevented.

Signatory's initials

Guests' attention is specifically drawn to clause 4.1 in compliance with the requirements of section 49(1)(a) of the Consumer Protection Act 68 of 2008.

4.2 I record that all the services, facilities and **activities** are utilised voluntarily and with the full knowledge that they may expose me and my **guests** to **injury or loss**.

5. INCLUSION OF GUESTS AND INDEMNITY

5.1 I undertake that all **guests** accompanying me shall agree to sign a disclaimer and indemnity similar to this agreement and that such an agreement shall be signed by parents or legal guardians on behalf of their minor children.

5.2 To the extent that such agreements are not signed by my **guests**, I hereby:

5.2.1 confirm that all the necessary steps have been taken by myself to obtain my **guests'** authority to bind them in terms of this agreement as if they have signed it as I do below; and

5.2.2 indemnify and hold **HESC** harmless against any claims by such **guests** or their children or dependants as fully and effectively as if they had signed such agreements.

6. REGULAR VISITOR

Insofar as I am or may become, a regular visitor to **HESC**, I acknowledge that this agreement will remain of full force and effect until I revoke it by notifying an authorised representative of **HESC** in writing to that effect.

7. MEDICAL OR OTHER TREATMENT

I acknowledge and agree that **HESC** may at its discretion and without prejudice or admission of liability arrange and pay for any emergency, medical or other treatment for and on behalf of myself and my **guests**. I acknowledge that I will be directly responsible to reimburse **HESC** for these medical expenses except in so far as **HESC** may be legally liable for such expenses.

8. SEVERABILITY

Should any of the terms and conditions of this agreement be held to be invalid, unlawful or unenforceable, such terms and conditions will be severable from the remaining terms and conditions which will continue to be valid and enforceable.

DATED at _____ on this _____ day of _____ 20 ____

Name of signatory: _____, who, by appending his or her signature hereto, acknowledges that he or she has read and understood the contents of this indemnity.

Signature: _____