



PERSONAL INDEMNITY

I, the undersigned (full names) (ID/ passport number) agree that:

In this document:

“the Landowners” shall mean and include all persons who own, manage, administer, maintain, or control the land upon which the Cycle Tour takes place and shall include, but not be limited, to the following parties: Timbavati Game Reserve, Thornybush Nature Reserve NPC (Pty) Ltd (Thornybush Nature Reserve) and its members , Kapama Game Reserve (Pty) Ltd., Kapama Nature Reserve (Pty) Ltd., General Food Holdings (Pity) Ltd., Camp Jabulani (Pty) Ltd., as well as all affiliates, subsidiaries, agents, employees, associates, organisers, shareholders, committee members, directors, associations (including home owner associations) and/or representatives of any form.

“wildlife area” shall mean and include all wildlife and other areas wherein the Cycle Tour takes place as well as all land, property and facilities owned, leased, managed, maintained or controlled by the landowners of the above reserves.

“Cycle Tour” shall mean and include the Hoedspruit Rotary K2C Cycle Tour as well as all activities related or associated (whether directly or indirectly) therewith.

1. I acknowledge that my general health is good and there is nothing which renders me unfit to participate in the Cycle Tour;
2. I acknowledge that I am aware of and appreciate the real dangers and risks that are associated with wildlife areas arising from amongst other things, cycling over uneven, broken and rough terrain, the presence of wild, unpredictable and dangerous animals including lion, elephant, buffalo, leopard and rhino, insects and reptiles and the real risk of suffering bodily injury, illness, death and damages. I accept and acknowledge that I enter the wildlife areas and participate in the Cycle Tour entirely at my own risk;
3. I further acknowledge that my participation in the Cyle Tour might be:
 - 3.1. Dangerous and even life-threatening to my person
 - 3.2. Detrimental to my equipment
 - 3.3. That I am aware that there will not always be sufficient protection against such dangers
4. I confirm that I am aware that rivers and dams may contain bilharzia and sickness may result from entry into such waters and that I am aware that I am entering into a ‘malaria area’ whilst on the property of the Landowners;
5. I confirm that I am also aware of the potential dangers of exposure to the sun whether directly or indirectly;
6. The Landowners shall not be liable to me or any of my dependants for any injury, illness, harm, death, damages of whatsoever nature or cause. I undertake to indemnify, defend and hold harmless and free the landowners from any and all claims of whatsoever cause or nature which may arise by my spouse, life partner, children or dependants, who suffer any damages of whatsoever nature or cause (including negligence), including but not limited to personal injury, death and/or loss of support;

7. All disputes and claims shall be governed by the laws of South Africa and shall be subject to the exclusive jurisdiction of the Courts of South Africa;
8. In the event of injury, the landowners may at their discretion and without prejudice or admission of liability arrange and pay for emergency medical treatment, for and on behalf of myself, my spouse, common-law wife/husband, children or dependants, whether minor or adult. I acknowledge that I will be directly responsible to reimburse the landowners for these expenses;

I waive any and all claims of whatsoever cause or nature, howsoever arising, including negligence which I might have or which might arise against the landowners and I together my heirs, executors and administrators hereby release Hoedspruit Rotary Club and the Landowners, their office holders, servants, agents and representatives from any duty of care towards me in connection with my participation irrespective of whether such claim or claims arose from the negligence of any person, or from the risks, dangers or hazards inherent in the Cycle Tour or related activities, or any loss of, or damage to, any property from any cause whatsoever, and I further indemnify and hold harmless associated persons against any claims whatsoever which may arise.

9. No variation, novation or cancellation of this agreement shall be binding unless reduced to writing and signed by me and an authorised representatives of the landowners and Hoedspruit Rotary Club. Each provision of this agreement 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.

I am aware that this document has serious legal consequences. I have read and understand the conditions appearing above my signature and acknowledge that I am bound thereby.

Dated aton this day of 202

Signature

Witness

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In the event of the guest being under the age of 21 years, this document must be signed by his/her natural or legal guardian.

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Parent/Guardian