

ZEBULA / Adventures With Elephants

Indemnity/Disclaimer/Waiver/Release

DATE: 2017 / /

TIME: 08:00 / 12:00 / 15:00

In respect of liability for personal injury, death, loss of or damage to property and/or other damages.

In this document "the Company" shall mean and include all the following parties : Zebula Country Club (Pty) Ltd, and Adventures with Elephants (Pty) Ltd, as well all their shareholders, affiliates, holding companies, subsidiary companies, employees, directors, agents, trustees, members and representatives (of any form) of the aforesaid entities.

In this document the "premises" shall mean and include all property managed by Zebula Country Club and all property and facilities owned and/or leased and/or managed and/or controlled by the company.

In this document "activities" shall mean and include all activities provided for by the company, specifically including but not limited to game drives, elephant rides (and elephant walks/safaris), horse riding (and horseback safaris/outride), mountain bike riding, cycling, swimming, quad bike riding, bush walks, walking safaris/ trails.

I, the undersigned agree that

1. I acknowledge that I am acquainted with, aware of and appreciate the real dangers and risks that are associated with game and nature reserves and/or game lodges arising from the presence of wild and dangerous animals, reptiles, birds and insects and the real risk of suffering bodily harm, injury, illness, death, damages as well as loss of or damage to property, which may arise as a result of an encounter with and/or the presence of wild animals and/or reptiles and/or birds and/or insects whilst on the premises. I accept and acknowledge that I enter the premises and/or participate in the activity/ies entirely at my own risk. I further acknowledge, that I have been advised to make use of helmets when participating in the elephant, cycling, quad biking and horse riding activities and I appreciate that my failure to wear such a helmet exposes me to further risk, including injury and death;

2. I waive any and all claims of whatsoever cause or nature howsoever arising against the company, which I might have arising out of or related to (whether directly or indirectly) any harm, injury, death, loss of support, or any other loss suffered whilst on the premises and whether arising from an act of commission or omission, negligence or gross negligence on the part of the company;

3. I undertake to indemnify and hold harmless and free, the company from any and all claims of whatsoever cause or nature which may arise on behalf of my spouse, common-law wife/ husband, my children, whether minor or adult, or relatives and/or any person accompanying me onto the premises, whether as my invitee or otherwise, who suffer any damages, including but not limited to personal injury or death, loss of support or any other loss whilst on the premises and arising from any

cause whatsoever (including illness but not limited to any act of commission or omission, or from the negligence or gross negligence on the part of the company);

4. that any claims, be they in contract, delict or otherwise instituted against the company shall be governed by the law of South Africa and may only be instituted in a South African Court to the exclusion of all other jurisdictions;

5. that in the event of injury the company may at its discretion and without prejudice or without admission of liability arrange and pay for emergency medical treatment, for and on behalf of myself, spouse, common-law wife/ husband, my children, whether minor or adult, or relatives and/or any person accompanying me onto the premises, whether as my invitee or otherwise. I acknowledge that I will be directly responsible to reimburse the company for these medical expenses;

6. that without derogating from the generality of the a foregoing, I acknowledge that the company shall not be liable to me or any of my dependants, relatives or guests for any injury, illness, harm, death, loss, loss of support, consequential loss, damage or damages of whatsoever nature, or cause, whether arising from negligence or gross negligence that may be sustained on the premises, or whilst travelling to or from or on the premises or whilst participating in any activities;

7. I am aware that this document has legal consequences and that if I do not understand its contents or implications I should discuss same with my legal representatives before signing it. I understand this document and appreciate its implications.

8. Without derogating from the generality of the a foregoing clauses, I together with my heirs, successors in title, executors and administrators hereby release the company against any and all liability and/or claims that could accrue to me or my heirs, successors in title, executors and administrators due to any illness, injury, death and/or loss of or damage to property, irrespective of whether such claim or claims arose as a result of any act of commission or omission (whether by negligence or gross negligence) or any other cause whatsoever.

9. Any children under 10 years old must be accompanied by an adult.

10. The Company shall be entitled to utilize all photographs, filming and recordings taken during the activities for marketing or promotion reasons, without obtaining the specific consent from any persons included in such photographs.

Initial & Surname	Signature	ACTIVITY
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I have read and understand the conditions appearing in this document and acknowledge that I am bound thereby.

(NB: In the event of the guest being under the age of 21 years this document must be signed by his/her natural legal guardian). General TERMS & CONDITIONS Apply, for more information see www.adventureswithelephants.co.za .

In case of **EMERGENCY** SATIB 24 will be contacted by AWE :

0861 728 4224