

KAROO 62 ESCAPE

PRIVATE NATURE RESERVE

INDEMNITY AGREEMENT

The provisions of this agreement are drawn to the attention of the Indemnifying Party where the Consumer Protection Act 68 of 2008 applies to the relationship between **KAROO 62 ESCAPE PRIVATE NATURE RESERVE** (the indemnified party) and the Nature Reserve Day Visitor / Lodge Visitor / Cottage Visitor/ Visitor's Guests / Customers of the Karoo62 Escape Nature Reserve and/or Karoo62 Escape Resort & Events Visitors (indemnifying parties), **the effect of this agreement is that the indemnifying party may have limited or no recourse against the Indemnified Party in the circumstances referred to herein.**

WAIVER AND INDEMNITY

- I hereby state that I have chosen to visit and take part in the activity being offered by the Indemnified Party (the Activity) of my own free will.
- I indemnify the indemnified party, its members, directors and employees against all claims, losses, demands, actions, damages and causes of action whatsoever arising directly or indirectly out of my acts connected with or arising out of the Activity, whether suffered by me or any other third party, and I hold the indemnified party harmless there from.
- I understand that the Activity may be **inherently dangerous** and may create certain **risks** to persons that can result in property damage and serious physical injury. I further understand that the Indemnified Party, its officers, employees and agents will not be and/or are not responsible for any injuries, property damage or liability that may arise from my participation in the Activity. **I assume full responsibility for the decision, and the consequences thereof, to take part in the Activity.**
- I do hereby release, agree to indemnify and hold the Indemnified Party, its officers, employees and agents free and harmless from any and all costs, losses, expenses, damages (direct, indirect, consequential or otherwise), claims, suits, causes of action or any other liability or responsibility whatsoever, including attorney's fees and related costs, resulting from any injury to any person(s) or damage to property arising out of, or which may in any manner be connected with, said Activity as provided herein.
- I do hereby confirm that I am aware that the Indemnified Party does have the necessary Personal Liability Cover in place and which is limited up to an amount of R20 Million Rand and that should I suffer personal damages that could result in the Indemnified party being held liable for such damages after investigation by Insurers, then in that instance I agree to limit my claim to an amount equal to no more (maximum) than the amount of personal indemnity cover that is in place at the time of the incident or activity that allegedly caused the damages and waive any amount that is in access thereof and shall have no claim or recourse therefore against the Indemnified Party.
- MINORS
 - Where the Indemnifying Party is a minor (younger than 18 (eighteen) years), the Indemnifying Party agrees to be and has been assisted by a parent/guardian in agreeing to this agreement and such parent/guardian has consented to the Indemnifying Party participating in the Activity.

Indemnifying Party

Indemnified Party

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- I, the parent/guardian of the Indemnifying Party, understand that the Activity is inherently dangerous and may create certain risks to persons that can result in property damage and serious physical injury. I further understand that the Indemnified Party, its officers, employees and agents will not be and/or is not responsible for any injuries, property damage or liability that may arise from the Activity. I further assume full responsibility for the decision, and the consequences thereof, to allow my child/the minor (the Indemnifying Party) to take part in the Activity as set forth herein.
- I do hereby release, agree to indemnify and hold the Indemnified Party, its officers, employees and agents free and harmless from any and all costs, losses, expenses, damages, claims, suits, causes of action or any other liability or responsibility whatsoever, in law or in equity, including attorney's fees and related costs, resulting from any injury to any person(s) or damage to property arising out of, or which may in any manner be connected with, the Activity and my child's (the Indemnifying Party) participation therein.

ACCEPTANCE

By signing this agreement, you confirm that you have read and understood the meaning and effect of this agreement and that you agree to be bound by it from the date of signature. If you do not understand the meaning or effect of any of the clauses contained in this agreement, you must request that it be explained to you before accepting and concluding this agreement, by contacting **the Manager at Karoo62 Escape at Reception**.

GENERAL

I agree that this agreement may be treated as a defence to any action or proceeding that may be brought, instituted or taken by anyone against the Indemnified Party, its officers, employees, and agents for injuries and/or damages sustained as a result of the Activity as described herein.

- I have read this agreement and understand all of its terms, and I have executed this instrument voluntarily and with full knowledge of its significance.
- I confirm that I fully appreciate the risks that I may be exposed to during my participation in the Activity and that I voluntarily accept such risks.
- I hereby consent to the Indemnified Party and its officers, employees, agents and third party service providers lawfully collecting, processing, storing and transferring my personal information, as defined in the Protection of Personal Information Act 4 of 2013 (**POPI**) in accordance with POPI and to process such information in insofar as necessary.
- The parties agree that this agreement may be signed electronically in terms of the Electronic Communications and Transactions Act 25 of 2002 (**ECTA**) and that in terms of ECTA, the agreement, in electronic format, is not without legal force and effect merely because it is wholly or partly in the form of a data message.

Indemnifying Party

Indemnified Party