

INDEMNITY

I, the signatory, do hereby indemnify and hold Kapama, harmless and waive any and all claims I may have against Kapama on the terms and conditions of this agreement, and take full responsibility for the account and indemnity of the group or family included in the registration from. The signatory also has the responsibility to communicate the terms of this indemnity.

1. INTERPRETATION

This agreement will be interpreted and governed by the laws of the Republic of South Africa.

2. DEFINITIONS

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

2.1 "ACTIVITY" means the staying and travelling in an open and unfenced area where wild and dangerous animals roam freely, and the transport of a guest in open vehicles over uneven terrain, nature walks, elephant experience, visits to the Hoedspruit Endangered Species Centre or any other activity while at Kapama or any attack by game, wild or domestic animals, birds or reptiles or injury caused by same;

2.2 "GUEST" means myself as the person signing this indemnity, and party who accompanies me, my dependents or members of my family;

2.3 "KAPAMA" means Kapama Game Reserve (Pty) Ltd, LL Roode t/a Hoedspruit Endangered Species Centre and Camp Jabulani and all their affiliates, the owners, officers, employees, agents, independent contractors and other persons who directly or indirectly assist with the operation or management of Kapama and/or the associated subsidiary or holding companies as well as their directors, officers, employees, agents and independent contractors or other guests or invitees of Kapama and all camps and lodges situated on Kapama;

2.4 "LOSS OR DAMAGE" means damages caused by any activity, including the risk of physical injury, death, damages due to the manufacturing of any vehicle or other apparatus at Kapama, direct or indirect damages, any delay, failure, breakdown, injury, loss of profits, incidental, special or consequential damages, including any actions or requirement of any telecommunications authority or supplier of electricity services.

3. ACKNOWLEDGEMENT

I acknowledge that I am aware of and appreciate the risks and dangers, including the risk of loss or damage, associated with activities which a guest may be exposed to while staying at or visiting Kapama.



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4. FAMILY AND ACCOMPANYING GUESTS

4.1 I undertake that all members of my family and all other persons accompanying me shall agree to sign a similar indemnity and waiver agreement and that such agreement shall be signed by parents or legal guardians on behalf of minor children. I hereby indemnify and hold Kapama harmless against any claim by such persons as fully and effectually as if such a person had agreed to sign such agreements. I hereby confirm that all the necessary steps have been taken by myself to obtain such authority to bind the members of my family and all other persons accompanying me;

4.2 I agree that this agreement shall apply in respect of each and every activity a guest may engage in at or under the auspices of Kapama;

4.3 I record that all the services and facilities provided to me are accepted voluntarily and with the full knowledge that they may expose me to loss or damage.

5. REGULAR VISITORS

Insofar as I am, or may become, a regular visitor to Kapama, I acknowledge that this agreement will remain of full force and effect until revoked in writing by an authorized representative of Kapama.

6. MEDICAL OR OTHER TREATMENT

I acknowledge that Kapama may at its discretion arrange or pay for any emergency, medical or other treatment for a guest but that this shall not in any way constitute any admission of liability or waiver or abandonment of any rights on the part of Kapama.

7. DISCLAIMER OF LIABILITY

The liability of Kapama for any loss or damage suffered by a guest, whether direct or indirect as a result of partaking in any activity or from any cause whatsoever, specifically liability that may arise as a result of negligence or gross negligence, is completely excluded, without limiting the generality of the foregoing, and Kapama shall not be liable for any delay, failure, breakdown, loss, damage or injury caused to a guest partaking in any activity or caused by any service provider or third party at Kapama. In no event shall Kapama be liable to any guest for loss of profits or for incidental, special or consequential damages.

Important: I hereby acknowledge that I have read, understood and accept the terms and indemnity as described on this form.