

INDEMNITY / DISCLAIMER

By signing this document, I / we signify that I / we have read the contents of this indemnity / disclaimer form, that I / we understand and appreciate the nature and effect/s hereof and that same constitutes a binding agreement, and that, by appending my / our signature/s hereto, I / we hereby confirm that all terms and conditions shall be interpreted and take effect according to the laws of South Africa and the courts of South Africa shall have sole jurisdiction in respect of any claims which may arise –

1. I am / we are entering a wildlife reserve, to wit the Shelanti Game Reserve ("the reserve"), which I / we understand is situated in an area where an abundance of species of wildlife, dangerous animals roam free and of their own accord;
2. I am / we are fully aware that by entering the reserve, I / we will be participating in activities in and around the reserve, including, without limitation, in and around the lodge area, which activities include, without limitation, the viewing of wildlife, either on foot or from open or closed vehicles, moving about over rough terrain, making use of ramps and stairs and other facilities including, without limitation, the swimming pool, which activities may be inherently dangerous and which activities require that I / we exercise reasonable care;
3. I / we fully acknowledge that by participating in activities I / we may be exposed to various risks of harm, and agree that I am / we are entering the reserve and participating in all activities, at my / our own risk;
4. The reserve, EAC Shelanti Game Reserve (Pty) Ltd and their related or inter-related companies, corporations, trusts and / or associations, their directors, shareholders, members, agents, employees, representatives, insurers and the relevant landowners, do not accept any liability for any harm of whatsoever nature, suffered by me / us, including, without limitation, –
 - 4.1. any loss of and / or damage to, any property;
 - 4.2. any sickness, illness and / or infection caught, contracted and / or which developed, etc.;
 - 4.3. and / or any injury to, or death of, any person;
 - 4.4. arising from whatsoever cause, including, without limitation, arising in the course of my / our visit or stay at the reserve, including, without limitation, in any of its lodges, or as a consequence of my / our participation in any activity whatsoever, including, without limitation, tours and excursions, within or outside of the boundaries of the reserve, and whether or not due to negligent, grossly negligent or wilful acts or omissions;
5. I / we hereby expressly, unconditionally and without reservation, indemnify (and / or undertake to indemnify) the reserve, EAC Shelanti Game Reserve (Pty) Ltd and their related or inter-related companies, corporations, trusts and / or associations, their directors, shareholders, members, agents, employees, representatives, insurers and the relevant landowners, and hold them harmless (or undertake to hold them harmless) and absolve them, in full, in respect of any harm, of whatsoever nature and arising from whatsoever cause, suffered by me / us or any member of our party, including, without limitation, the harm and under the circumstances, referred to or contemplated in clause 4 above;
6. I / we further hereby waive and abandon any claim/s, which I / we, my / our dependants or executors, trustees or curators may have, at any time, against the reserve, EAC Shelanti Game Reserve (Pty) Ltd and their related or inter-related companies, corporations, trusts and / or associations, their directors, shareholders, members, agents, employees, representatives, insurers and the relevant landowners;
7. Insofar as I / we sign this document in our representative capacity on behalf of any person, including, without limitation, minors, the elderly or persons with any disability, I / we hereby confirm that I am / we are duly authorised to do so and that there is no lawful impediment which exists and which precludes me / us from doing so.
8. I / We understand this is a non-smoking residential property. Total forfeiture of key/breakage deposit to steam clean carpets, curtains, furniture will be implemented if necessary. Any damaged furniture with cigarette burns will be charged at full replacement cost (including delivery and installation).
9. I / We warrant that I am /we are bound to the conditions of residence and agree to be liable for all amounts arising from the residence of myself / ourselves at Shelanti Game Reserve.
10. I / We acknowledge that the entering of dams, waterholes or streams are strictly prohibited due to crocodiles, hippos, uncertain surfaces and other dangers.

Full Name & Surname

Nationality

ID/Passport number

Home address

Telephone

Email

Signed at Shelanti Game Reserve, South Africa, on this the _____ day of _____ 20____

Signature

Telephone:

082 900 5100

Email:

shelanti@eac.co.za

www.shelanti.co.za

P/Bag X2037

Sasolburg

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Directors:

P.J. Beukes;

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J.A. Janse Van Rensburg

