



MABALINGWE NATURE RESERVE - INDEMNITY

Welcome to Mabalingwe Nature Reserve (hereinafter the "Reserve"). We wish you a happy, enjoyable, and fun-filled stay. We want you to have a wonderful experience and to use all the facilities at the Reserve safely and in compliance with the Rules. Therefore, we are taking every care to live up to the spirit of the Consumer Protection Act (hereinafter the "Act"), which will be for your benefit. In terms of the Act we need to provide you, prior to your arrival at the Reserve, with of all the terms and conditions of your stay in order to ensure that you are fully informed. In compliance with the Act, we herewith enclose a copy of our Indemnity Form (Acceptance of Risk) for your and the members in your party's attention.

PLEASE NOTE: Every adult in your party must accept the indemnity on their own behalf and, if applicable, also on the behalf of their minor children accompanying them.

1. I / We, the various persons listed below (hereinafter referred to as "We") have read and understand the content of this form.
2. By accepting this indemnity, we accept the conditions of residence and personal liability for all amounts arising from or due to my/our residence at the Reserve.
3. We are aware of the facilities and activities provided at the Reserve as well as the risks associated therewith, which we have been made aware of in this form. We herewith accept the terms of this indemnity and as such we agree to be bound by the following:
 - a) We, individually and on behalf of the members of my/our party for whom we are legally responsible (my/our children and those in my/our care, guardianship or custody), understand and accept that it is a condition of my/our stay at the Reserve that the Reserve shall not be responsible/held liable for any injury to or death of any person or the loss or destruction of or damage to any of my/our property whilst on the Reserve, arising from the supply of goods and services at the Reserve, except in the case of the gross negligence of the Reserve.
 - b) I/We, individually and on behalf of the members of my/our party for whom we are legally responsible (my/our children and those in my/our care, guardianship or custody), are aware, understand and accept that my/our residence at the Reserve can potentially expose us to certain health risks, which include contracting a communicable disease such as the Coronavirus. I/We accept this risk and indemnify and hold the Resort, its management, staff and agents harmless in respect of any claim arising from serious illness and/or the death of any person as a result of contracting such disease.
 - c) Where appropriate, reference to the Reserve includes the Operator and/or its members and/or directors and/or employees and/or agents and/or suppliers and/or the various operators associated with, contracted to or providing services on or to the Reserve.
- d) Personal Undertaking:
 - i. I/We are aware of and accept that I/we and members of my/our party for whom we are legally responsible, may be exposed to a variety of risks and dangers at the Reserve associated directly or indirectly with the use of accommodation and facilities, and participation in optional activities offered by the Reserve.
 - ii. I/We realise that depending on the activities i/we choose to participate in, that this may require of me/us to be in a good physical and mental condition, and we warrant that we are in such a condition. Accordingly, there is nothing which renders me/us unfit to undertake any activity.
 - iii. I/We agree, at all times, to obey, whether on the Reserve area or participating in any activity, any warning notices and instructions of the Reserve and/or the Operators, their management and/or the person in charge of the activity who in his/her sole discretion, may decide to cancel, terminate or curtail any activity at any stage and for whatever reason as he/she deems fit.
 - iv. I/We confirm that I/we have acquainted myself/ourselves with the Terms & Conditions of Occupation, including the House Rules, prior to my/our arrival at the Resort and that I/we are familiar with the contents thereof, which includes but is not limited to, information on the facilities, activities and services available at the Reserve. Copies of these documents are available at reception and placed in all the unit(s) of the Resort.
 - v. I/We undertake to ensure that no more than the maximum party size indicated on the guest certificate will occupy the allocated unit.
 - vi. I/We are aware that there could be wild animals, arachnids, reptiles, insects and others on the premises, regardless of the generality of the aforementioned.
 - vii. I/We confirm that I/we will abide by the Resort Rules, the terms and conditions provided herein and the Confirmation Letter, as well as any directives from
 - viii. I/we confirm and understand that non-adherence to any of the Rules and / or Terms and Conditions herein provided, will amount to immediate eviction from the Reserve at Management and/or security's sole discretion.

Signed at: _____

On this _____ day of _____ 20 ____

Signature: _____

Initials & Surname: _____

Contact Number: _____

Guests Street Address:

