



TERMS AND CONDITIONS

This RECREATIONAL ACTIVITY RELEASE AND INDEMNITY AGREEMENT is voluntarily and knowingly entered into by the persons as signed hereunder, hereinafter GUEST, and **PURPLE BOX 8 (PTY) LTD**, trading as **MANGWENI GAME RESERVE** and its owners, guides, employees, agents, volunteers, officers, and directors hereinafter collectively referred to as the PROVIDER.

This document is a full release and indemnity agreement whereby GUEST is releasing and indemnifying PROVIDER from all inherent and real dangers and risks that are associated with game reserves and / or game lodges, arising from the presence of wild and dangerous animals, reptiles, birds and insects and the real risk of bodily harm, sickness, personal injury, death and / or damage to property which may arise as a result of an encounter with the aforementioned creatures, and / or various recreational activities including, but not limited to;

Game drives on **MANGWENI GAME RESERVE'S** premises Bush walks on **MANGWENI GAME RESERVE'S** premises
Mountain biking on **MANGWENI GAME RESERVE'S** premises Archery activities
And any other activity organized by **MANGWENI GAME RESERVE** such as hunting excursions,

The GUEST expressly agrees that he/she has familiarized him/herself with any and all inherent and real dangers and risks that are associated with game reserves and / or game lodges, arising from the presence of wild and dangerous animals, reptiles, birds and insects and the real risk of bodily harm, sickness, personal injury, death and / or damage to property which may arise as a result of an encounter with the aforementioned creatures, and / or the particular circumstances prevailing on a game reserve or a game reserve environment for anyone, that cannot be eliminated. These environmental risks include, but are not limited to:

There may not always be protection in the form of fences, buildings and vehicles in which to take cover in potentially dangerous circumstances and that hazards such as potentially dangerous animals; as well as poisonous snakes, spiders, insects and plants may be encountered in the game reserve.

Serious sunburn and heat exhaustion may result from unprotected exposure, directly or indirectly, to the sun and heat. Care must be taken for adequate protection and fluids to be drunk.

The risk of contracting malaria in certain territories.

The participation in the activities at **MANGWENI GAME RESERVE** is purely voluntary. No one is forcing the GUEST to participate and the GUEST elects to participate in spite of the risks. The GUEST is voluntarily using the services of **MANGWENI GAME RESERVE** with full knowledge of the inherent risks, hazards and dangers involved and hereby assume and accept all risks of injury, paralysis or death.

The GUEST is aware that there is a risk of contracting malaria in certain territories, and the GUEST takes full responsibility for taking the necessary prophylactic medication to minimize the risk of contracting malaria should the GUEST be travelling in one or more of these territories.

INITIAL

Your venue of choice

After thoroughly reading and familiarizing myself with the above, I,

_____ with ID Number _____ wish to record as follow:

1. warrant that I am 18 years of age or older.
2. acknowledge that I am well acquainted with, and fully aware of the real danger and risks that are associated with game reserves and / or game lodges, arising from the presence of wild and dangerous animals, reptiles, birds and insects and the real risk of bodily harm, injury, death and / or damage to property which may arise as a result of an encounter with the aforementioned creatures, and / or the particular circumstances prevailing on a game reserve or a game reserve environment.
3. particular circumstances prevailing on a game reserve or a game reserve environment.
4. confirm that I fully appreciate the nature of the risks that I will be exposed to whilst participating in abovementioned activities as well as any environmental risks inherent to said Game Reserve environment, whether accompanied by an agent, guide or employee of the PROVIDER or not.
5. hereby voluntarily assume the risk inherent in staying in the game reserve, as well as participating in activities as stipulated above, although the list is not exhaustive, whether on an unsupervised and unaccompanied basis or not.
6. furthermore acknowledge that it is a condition of admission that guests with children accept full responsibility for the actions and safety of the children under their control. The nature of a game reserve, a game lodge and its camps is such that it is potentially dangerous for children, and guardians are expected to control their children to prevent them from harming themselves or inconveniencing other guests.
7. have carefully read, clearly understood, and voluntary sign this waiver and release agreement.
8. accept that all matters arising from, or in connection with this document, its validity, existence and operation, shall be determined in accordance with the Laws of the Republic of South Africa.

THEREFORE after making of such statements as recorded above, I declare:

I, for myself, my heirs, successors, executors, and subrogates, hereby knowingly and intentionally waive and release, indemnify and hold harmless **MANGWENI GAME RESERVE**, their directors, officers, agents, employees, and volunteers from and against any and all claims, actions, causes of actions, liabilities, suits, expenses (including reasonable attorney's fees) which are related to, arise out of, or are in any way connected with my participation in this activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services and equipment, whether such damage, loss, injury, paralysis, or death results from negligence of **MANGWENI GAME RESERVE** or from some other cause.

I, for myself, my heirs, my successors, executors, and subrogates, further agree not to sue **MANGWENI GAME RESERVE** as a result of any injury, paralysis, or death suffered in connection with my use and participation in the activities at **MANGWENI GAME RESERVE**.

INITIAL

Your venue of choice

I also agree that **MANGWENI GAME RESERVE** and/or any of its directors, officers, agents, employees, and volunteers may at its discretion and without prejudice and without admission of liability arrange emergency medical treatment for and on behalf myself, and in such circumstances, I declare that I have full insurance cover for any eventualities and any expenses incurred by **MANGWENI GAME RESERVE** in those circumstances and that **MANGWENI GAME RESERVE** will be fully reimbursed.

If under 18 years of age, parent or guardian must sign the following indemnification:

For _____

(Full Name)

INDEMNIFICATION

In consideration for the above minor being permitted by **MANGWENI GAME RESERVE** to participate in the activities offered by **MANGWENI GAME RESERVE**, which include without limitation, the use of services, and equipment, I agree to the following waiver, release and indemnification:

The undersigned parent or guardian of the above minor, for himself / herself and on behalf of said minor, hereby joins the foregoing Waiver and Release and hereby stipulates and agrees to save and hold harmless, indemnify, and forever defend **MANGWENI GAME RESERVE**, their directors, officers, agents, employees and volunteers from and against claims, actions, demands, expenses, liabilities (including reasonable attorney's fees) , and NEGLIGENCE made or brought by said minor or by anyone on behalf of the said minor, as a result of the said minor's participation in the activities of **MANGWENI GAME RESERVE** and his or her use of property and facilities of **MANGWENI GAME RESERVE**. I, for myself and on behalf of said minor, further agree not to sue **MANGWENI GAME RESERVE** as a result of any injury, paralysis or death that said minor suffers in connection with his/her participation in the activities at **MANGWENI GAME RESERVE**.

SIGNED at _____ on this the _____ day of _____ 20____

Date

Signature of Parent or Guardian

Date

Witness

I, the undersigned hereby expressly confirm that I have thoroughly read and understand the above form of indemnity, all contents of what is stated, and declares that I willingly and voluntarily entered into above agreement with the PROVIDER and accept all of the provisions as stated above. I declare that there is absolutely no part of this form that I do not understand and appreciate.

SIGNED at _____ on this the _____ day of _____ 20____

Full Name and Surname of GUEST

Signature

Your venue of choice