



Cape Town, South Africa



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COMPREHENSIVE INDEMNITY AND MEDICAL DECLARATION FORM

This Comprehensive Indemnity Form indemnifies Nightdrivesafaris (Pty) Ltd (Co. Reg. No. 2023/281550/07), as well as any operators and guides appointed to conduct excursions and tours, from any liability arising out of any loss, damages or injury sustained.

All clients/passengers are required to submit an indemnity and medical declaration form along with their Booking Form. Bookings will only be confirmed once these forms have been received for each member of the party.

Please note that this form must be read in conjunction with our BOOKING TERMS AND CONDITIONS.

1. In seeking to participate on a tour conducted by Nightdrivesafaris (Pty) Ltd, I, the undersigned, agree that in this document:

1.1 “Company” shall mean Nightdrivesafaris (Pty) Ltd (Co. Reg. No. 2023/281550/07), a private company duly incorporated in terms of the laws of the Republic of South Africa, with registration number 2023/281550/07 and with its registered address at, 15A Fivaz Street, Vergesig, Durbanville, Western Cape, South Africa, 7550, the Republic of South Africa, and shall include its agents, representatives of any form, associates, affiliates, subsidiaries, holding companies, shareholders, directors, and employees;

1.2 “Client” shall mean the undersigned party as well as his/her spouse, common law wife/husband, children (whether minor or adult), any other dependants, heirs, trustees, executors, administrators, third parties or assigns;

1.3 “Supplier” shall mean contractor, subcontractor, service provider or other person with whom the Company make arrangements to provide goods or services to Clients in connection with a Tour, including such Supplier’s agents, representatives of any form, associates, affiliates, subsidiaries, holding companies, shareholders, directors, and employees;

1.4 “Tour” shall mean a package of tourism products and services including, without limitation, accommodation, meals, entertainment, travel, recreational and leisure activities and associated goods and services provided by the Company, and/or provided by Suppliers arranged by or through the Company, as set out in the itinerary and other documents furnished by the Company from time to time;

1.5 The *contra proferentem* rule shall not apply to the interpretation of this document; in other words this document shall not be interpreted against the party responsible for preparing and drafting it.

1.6 The use of the word “including” shall not be construed as limiting the meaning of the words preceding it to the one or more words or examples following it, and the meaning of the general words will not be restricted by the use of more specific words

(i.e. the *eiusdem generis* rule shall not be applied in the interpretation of this document).

2. I acknowledge and understand:

2.1. the real hazards and risks associated with wildlife areas, game and nature reserves and game lodges (which may be situated in unfenced wildlife areas);

2.2 the hazards and risks associated with rivers, streams, lakes and other bodies of water that may be affected by unpredictable weather, tides and other circumstances, and that may not have effective warning or control systems that might be expected in first-world jurisdictions;

2.3 the real dangers and risks associated with various forms of travel in remote locations, which usually have poorly maintained infrastructure;

2.4 the danger and risk of suffering bodily harm, injury, illness, death, damages as well as loss of or damage to property, which may arise as a result of an encounter with or presence of wild, dangerous or unpredictable animals (including birds, mammals, amphibians, reptiles, fish and insects), as well as the prevalence of communicable, tropical and other diseases, and similar health hazards;

2.5 the risks associated with underdeveloped or partially developed countries and jurisdictions, including acts of terrorism, the unavailability of reliable electricity and communications, and problems associated with limited or unavailable health, safety and security services.

3. I accordingly confirm that I voluntarily participate in the Tour and associated activities, and make use of all facilities of the Company, entirely at my own risk.

4. I acknowledge and accept that:

4.1 The Company will not be liable to me in respect of any damages, losses or liabilities incurred by me arising from or in connection with the Tour. Notwithstanding anything else contained herein, the Company shall not be liable for punitive damages, indirect

damages, consequential damages, loss of profits, third party claims or any claims imposed on me by laws or statutes of countries outside of the Republic of South Africa. The Company shall not be liable for any damages, losses or other amounts that I have agreed, settled or compromised without the prior written consent of the Company, or which I am otherwise contractually bound to pay to any other person or entity.

4.2 Save as set out in 4.1 above:

4.2.1 The Company will not be liable or responsible to me for any direct or indirect damages or losses of any nature whatsoever, including those arising from any personal injury or death or loss of or damage to any property unless caused by the Company's recklessness or wilful misconduct (irrespective of the cause of such injury, death, loss or damage);

4.2.2 I hereby indemnify, hold harmless and expressly exempt and release the Company from any and all liabilities and claims arising from any cause whatsoever, including those related (whether directly or indirectly) to my, and my dependents' participation in the Tour;

4.2.3 I hereby waive and abandon any and all liabilities and claims of any nature whatsoever, howsoever arising, which I might have against the Company, and release the Company against any and all liability and claims that may arise or accrue to me;

4.2.4 I hereby bind my dependents, heirs, trustees, executors, administrators, third parties and/or assigns to the terms and conditions of this document. I further warrant that I am duly authorised to bind my minor children accompanying me on this Tour (if any) to the terms and conditions set out herein.

5. Each of the indemnities, disclaimers, waivers, releases and other provisions of this Agreement are separate and severable provisions which are individually and jointly enforceable. In the event that any one or more of the provisions of this Agreement are found to be invalid, unlawful and/or unenforceable such provisions will be severable from the remaining provisions and the remaining provisions shall continue to be valid, in full force and effect.

6. I acknowledge that in the event that I am injured during the Tour, the Company may at its sole discretion, without prejudice and/or admission of liability, arrange and pay for emergency medical treatment or evacuation for and on behalf of myself, and that I will be responsible to reimburse the Company in full for any such medical and related expenses.

7. I am aware that this document has legal consequences and that if I do not understand its contents or implications, I should discuss it with my legal representative before signing it.

8. I warrant that I have comprehensive travel insurance, and that I shall ensure that such travel insurance remains in force and is valid throughout my travelling and participation in the Tour.

9. I accept that the entire relationship between the Company and I, including this document, and any disputes, be they contractual or delictual in nature, shall be governed by the laws of the Republic of South Africa.

10. I acknowledge that I am personally liable for all amounts arising out of my, and my dependants' participation in the Tour.

11. I confirm that all additional expenses incurred by me and my dependants (if any) during our participation of the Tour (which do not form part of the Tour price), will be personally paid by me before departure (unless prior written arrangements have been made with management). Periodic payments will also be made if the account exceeds the Company's credit limit immediately upon presentation of an Invoice.

12. A certificate from a representative of the Company setting out the amount due by me and my dependants (if any) shall constitute prima facie proof of the amount due by me to the Company for all purposes, including any proceedings instituted by the Company against me.

13. I acknowledge that all game rangers and management at the lodge/s have my and my dependants' (if any) best interests at heart. I accordingly undertake to comply forthwith with any request and/or instruction that may be addressed to me.

14. I confirm that I will be solely responsible for the minor children accompanying me (if any) during my stay. I have read and fully understand the terms and conditions as set out in the

various provisions above, read with the Standard Terms and Conditions with which I acquainted myself, and the implications thereof and acknowledge that I am bound thereby without reserve.

Dated at _____ this ____ day of _____ 20____.

Client's Signature: _____

In his/her personal capacity and legal guardian of the following minor child/children (if applicable) _____.

Please complete the following form and submit same along with the above indemnity:

Full name and surname:	
ID/Passport number:	
Residential address:	
Contact number:	
E-mail:	
If under 18, name of parent/guardian:	
Age:	
Gender:	
Nationality:	
Occupation:	
Dietary restrictions:	
General health, chronic conditions, illness or medication we need to be aware of?	
Allergies, medicine, food or insects?	
Any physical impairment?	
Name and contact number of next of kin in case of emergency?	
Any other relevant information?	

Client's Signature: _____

In his/her personal capacity and legal guardian of the following minor child/children (if applicable) _____.