

Indemnity/Disclaimer/Waiver/Release

In respect of liability for personal injury, death, loss of or damage to property and/or other damages

- 1.1 In this document "WINDSONG" shall mean and include all the following parties: **Salvadora xxxxxx** as well all affiliates, subsidiary companies, holding companies, shareholders, managers, employees, directors, agents and representatives of the aforesaid entities.
- 1.2 In this document the "premises" shall mean and **include xxxxx** and all property and facilities owned and/or leased and/or managed and/or controlled by Windsong.
- 1.3 In this document "activity/ies" shall mean and include all activities provided for by Windsong, specifically including but not limited to swimming, walks and fishing.

I, the undersigned:	XXX	agree that
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2. I acknowledge that I am acquainted with, aware of and appreciate the 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 suffering bodily harm, injury, death, damages as well as loss of or damage to property, which may arise as a result of an encounter with and/or the presence of wild animals and/or reptiles and/or birds and/or insects whilst on the premises. I accept and acknowledge that I enter the premises and/or participate in the activity/ies entirely at my own risk.
3. I waive any and all claims of whatsoever cause or nature howsoever arising against Windsong, which I might have arising out of harm, injury, death, loss of support, or any other loss suffered whilst on the premises and whether arising from or related to whether directly or indirectly an act of commission or omission, negligence or gross negligence on the part of Windsong.
4. I undertake to indemnify and hold harmless and free, Windsong from any and all claims of whatsoever cause or nature which may arise on behalf of my spouse, common-law wife/ husband, my children, whether minor or adult, or relatives and/or any person accompanying me onto the premises, whether as my invitee or otherwise, who suffer any damages, including but not limited to personal injury or death, loss of support or any other loss suffered whilst on the premises and arising from any cause whatsoever (including but not limited to any act of commission or omission, or from the negligence or gross negligence on the part of Windsong);
 - 4.1 that any claims, be they in contract, delict or otherwise instituted against Windsong shall be governed by the law of South Africa and

may only be instituted in a South African Court to the exclusion of all other jurisdictions;

- 4.2 that in the event of injury Windsong may at its discretion and without prejudice or without admission of liability arrange and pay for emergency medical treatment, for and on behalf of myself (or my spouse, common-law wife/ husband, children, whether minor or adult, or relatives and/or any person accompanying him/her onto the premises, whether as my invitee or otherwise). The Guest / Visitor/s acknowledges that I will be directly responsible to reimburse Windsong for these medical expenses;
- 4.3 that without derogating from the generality of the foregoing, I acknowledge that Windsong shall not be liable to me or any of my dependants, relatives or guests for any injury, illness, harm, death, loss, loss of support, consequential loss, damage or damages of whatsoever nature, or cause, whether arising from negligence or gross negligence that may be sustained on the premises, or whilst travelling to or from or on the premises or whilst participating in any activity/ies;
5. I am aware that this document has legal consequences and that if I do not understand its contents or implications, I should discuss same with my legal representatives before signing it. I understand this document and appreciate its implications.
6. Without derogating from the generality of the a foregoing clauses, I together with my heirs, successors in title, executors and administrators hereby release Windsong against any and all liability and/or claims that could accrue to me or my heirs, successors in title, executors and administrators due to any illness, injury, death and/or loss of or damage to property, irrespective of whether such claim or claims arose as a result of any act of commission or omission (whether by negligence or gross negligence) or any other cause whatsoever.

I have read and understand the conditions 1 through to 9, appearing above my signature and acknowledge that I am bound thereby.

In the event of any guest/s being under the age of 21 years, this document must be signed by his/her natural legal guardian

DATED at : WINDSONG on this the day of 20....

Please indicate if you would like to be added to our mailing list: Yes / No

Signature.....

Email.....

Signature.....

Email.....