

# INDEMNITY

“Mossel Bay Zipline” shall mean and include Mossel Bay Zipline Adventures Pty Ltd with registration number 2015/172579/07, its holding company and its subsidiaries, as well as affiliates, employees, directors, owners, companies, members, agents, shareholders “Activities” shall mean and include, Transport, Zip Lines, and any activity provided by Mossel Bay Zipline and all related activities thereto (whether directly or indirectly), specifically including, but not limited to, use of the Activities and the Premises, and being conveyed by any motor vehicle to and from the activity;

“Premises” shall mean – the departure and arrival platforms at the Point and erven numbers 3794,2001,2032, and 3438

I the undersigned:

1. Acknowledge and agree that I am aware of and freely and voluntarily assume and appreciate the real dangers, risks and possible death that are associated with the activities arising from the fact that the Activities take place with an amount of danger and risk. All procedures/guidelines provided by Mossel Bay Zipline must be strictly adhered to;
2. Acknowledge and agree that I am fully aware of the presence of reptiles, insects and animals on the premises and the real risk of suffering bodily harm, injury and even death;
3. Acknowledge and agree that the dangers associated with an ocean area and the Activities, have been explained to me, and I was given the opportunity to ask questions with regard to the dangers. I am satisfied that I have been verbally informed of the dangers and risks involved with the Activities and on the premises;
4. Was informed of the dangers and risks and have received this indemnity in advance and have taken note of the dangers and risks explained above;
5. Acknowledge and agree that I participate in the Activities and that I have entered the Premises entirely at my own risk;
6. Indemnify Mossel Bay Zipline against any, and all claims of whatsoever cause and nature, which I might have against them, arising out of any damage, expense, harm, injury (including personal injury), illness, death, loss suffered (including loss of support) or consequential loss or damages of whatsoever nature which I may suffer whilst participating in, or performing an act related to (whether direct or indirectly) the Activities, or due to my presence on the premises and whether arising from any act of commission and/or omission and/or negligence on the part of Mossel Bay Zipline and may be made by any of my dependents or person(s) under my control and/or supervision including but not limited to my spouse, partner, children, any other dependent of mine, my heirs, any person acting on behalf of me or my estate, and/or any person generally associated with me;
7. Confirm that I waive any and all claims and loss of whatsoever cause and nature, arising, which I might have against Mossel Bay Zipline arising out of any damage, expense, harm, injury (including personal injury), illness, death, loss suffered (including loss of support) or consequential loss or damages of whatsoever nature, I suffered whilst participating in, or performing an act related to (whether directly or indirectly) the Activities or due to my presence on the Premises and whether arising from any act of commission or omission and/or negligence on the part of Mossel Bay Zipline;

8. Confirm that any claims against and by Mossel Bay Zipline, be they in contract, direct or otherwise instituted against or by Mossel Bay Zipline and/or affiliates, in respect of this indemnity, shall be governed by the law of South Africa and may only be instituted in a South African Court to the exclusion of all the other jurisdictions;
9. Confirm that in the event that any clause in the terms of the Agreement is found to be invalid, unlawful or are unenforceable , such term(s) will be severable from the remaining terms, which will continue to be valid and enforceable;
10. Confirm that Mossel Bay Zipline may at its discretion and without admission of liability arrange and pay for emergency medical treatment, for and on behalf of any person generally associated with me. I acknowledge that I will be directly responsible to reimburse Mossel Bay Zipline or affiliates for these expenses within a given time frame from them;
11. Declare that I am in good health, not pregnant and prepared to act responsibly at all times including the transport and participation and will adhere to the guides instructions at all times
12. Acknowledge and agree that any damage or injury caused during my participation of any Activities including motorized activities will be for my personal account and will be paid within 24 hours. Failing to settle the damage within 24 hours will result in loss of income to Mossel Bay Ziplines. After the 24 hours time frame has expired I will be held liable for additional costs such as loss of income as well as any costs including legal costs, on an attorney and client scale, that Mossel Bay Zipline has to undergo to recuperate the damages amount from me;
13. Confirm that in the event of clause 12 above and the participant is a minor, Mossel Bay Zipline is permitted to request the damages be repaired by me;
14. Acknowledge and agree that no other guarantees and/or warranties have been made otherwise as set out in this indemnity;
15. Confirm that this indemnity is irrevocable and shall remain valid for an indefinite period commencing from date of signature here of terminating only upon written advise given to me by Mossel Bay Zipline;
16. Confirm that I have read and understand all terms of this indemnity and agree to be bound by the terms hereby and I declare that I am not required to obtain the co-signature of any other person as my Guardian or Spouse and I warrant as a statement of fact that I have full legal capacity to enter into this agreement.