



### **INDEMNITY AGREEMENT**

Made and entered into by and between  
 AfriCanyon [Pty] Ltd  
 Co. No 2013/042259/07  
 [Hereinafter referred to as the Company]  
 and

.....  
 in my personal capacity and/or in my capacity  
 as legal guardian of..... who is referred to in this agreement as my Child

### **IMPORTANT NOTICE**

**In terms of sections 48 and 49 of The Consumer Protection Act, Act 68 of 2008 your attention is drawn to the following clauses in this Agreement that contain a limitation of the risk or liability of the Company; or constitute an assumption of risk or liability by you; or an indemnification of the Company:**

- 1 Clause 1 your acknowledgement that the Activities are being undertaken at your own risk;
- 2 Clause 2 your acknowledgement that the Activities are being undertaken over dangerous terrain.
- 3 Clause 3 that you acknowledge that you are in a physical condition to undertake the Activities, that you and or your Child will be removed from the Activities if the Company's employees suspect that you are under the influence of alcohol or mind altering substances and that you will be held responsible for any costs incurred by the Company as a result of your being removed from the Activities.
4. Clause 4 that you declare you are able to swim.
5. Clause 7 you agree to look after any Company property provided to you and to be liable for any loss or damage thereto.
6. Clause 9 where you accept liability for any damaged caused by you when undertaking the Activities.
7. Clause 11 your indemnifying the Company for any claims arising from your and or your Child's death, injuries or any loss to any property whilst undertaking the Activities;
8. Clause 12 and indemnification to property owners and a limitation on the right to pursue any claim against the property owners on whose property the Activities are undertaken.
9. Clause 13 allowing the Company to cancel the Activities due to safety or other reasons and the refund of amounts paid.

10. The non-variation clause requiring all amendments of the agreement to be in writing in terms of clause 13.

I, the undersigned....., am aware that Kloofing [Canyoning], Abseiling and all associated activities offered by the Company (hereinafter referred to as the Activities) that I and/or my Child, if applicable, are about to undertake are inherently dangerous and that participating could result in injury or death to me and/or to my Child participating in the Activities and/or damage to property.

Accordingly, I agree to the following terms and conditions which shall apply to my and/or my Child, if applicable, undertaking any of the Activities, which terms and conditions I have read, and have been given the opportunity of asking question pertaining thereto, have understood and agree are reasonable and necessary and accordingly, I do hereby on behalf of myself, as well as in my capacity as guardian for an on behalf of ..... (insert name of Child), if applicable, agree that :-

1. The Activities are being undertaken at my/and my Child's own risk.
2. I confirm that I am aware that the terrain on which the Activities are to be undertaken is rough and that inter alia the hazards involved in the Activities could include but not be limited to any of the following:
  - 2.1 Slipping or stumbling on rocks;
  - 2.2 colliding with debris in the water;
  - 2.3 drowning;
  - 2.4 injuries resulting from jumping down waterfalls;
  - 2.5 equipment, [including ropes, fixed points, helmets, belay devices, carabineers and harnesses] malfunctioning or breaking or my/my Child becoming disconnected from fixed lines;
  - 2.6 Sudden changes in weather causing variations in water levels or introducing additional dangers;
  - 2.7 Negligence on the part of the guides;
  - 2.8 The possibility of vehicular accidents as a result of the terrain to and from the start and finish of the activities;
  - 2.9 becoming hypothermic as a result of prolonged immersion in the cold water;
  - 2.10 encountering wild animals, reptiles and insects.
3. I acknowledge that by my signature hereto, I warrant that I and my Child, if applicable, are in a physical condition to undertake the Activities and neither I nor my Child, if applicable, am suffering from any medical condition/s that may be affected by the Activities, including but not limited to heart conditions, high blood pressure, acute or chronic knee or back disorders, abnormal conditions of the skeleton, muscles or nervous system, neurological disorders, epilepsy or Osteoporosis. Additionally, in the case of female participants, pregnancy.

I am also aware that should I suffer from any medical condition, which may affect my ability to undertake the Activities, I shall be obligated to provide the Company with a medical certificate approving "the Activities", signed within the previous thirty days.

I further confirm that should any employee of the Company suspect or become aware that I or my Child, if applicable, is not in a fit state to undertake the Activities due to my and or my Child being under the influence of alcohol or any mind altering substance, then they, in their sole discretion, may immediately remove me from the Activities and that I shall not be entitled to a refund of any

amounts paid to the Company. Furthermore, should any group of which I or my Child are a part in undertaking the Activities have their trip aborted due to my or my Child being removed from the Activities in terms hereof, then I indemnify the Company in respect of any costs which the Company may incur in compensating the members of the group so inconvenienced.

4. I declare that my Child, if applicable, and I am an adequate swimmer and require no swimming aids.
5. I agree that the Company will supply me/my Child, if applicable, with helmets, wet suits and harness for use during the Activities.
6. I undertake to comply with the instructions of the Company's employees and to participate in the Activities in accordance with the Company's safety rules and Standard Operating Procedures.
7. I undertake to care for the Company's assets while in my/my Child's custody and to return same in the same good order and condition as when received.
8. I accept that no smoking is allowed during the Activities.
9. I accept responsibility for any damage caused by me and/or my Child, if applicable, during the Activities including responsibility for any fires that I may cause, whether deliberately or inadvertently.
10. I agree that the law governing the terms hereof is the prevailing law of the Republic of South Africa, and that the court having jurisdiction to resolve any dispute arising out of this Agreement shall be the Magistrate's Court for the district of Knysna, and no other, regardless of the cause of action or that the amount involved exceeds the normal jurisdiction of the court.
11. I hereby, on behalf of myself as well as in my capacity as guardian for and on behalf of my Child, if applicable, my dependents, executors, administrators and assigns, forever discharge, release and indemnify the Company, its directors, employees, agents and subcontractors from any claim or claims by me in my personal capacity or as guardian for and on behalf of my Child, if applicable, or my said dependents, executors, administrators or assigns and in respect of any action that may be instituted by my Child upon the attaining the age of majority, for any death, personal injury and or damage to or loss of any personal possessions or any claim of whatsoever nature and howsoever arising from my and/or my Child undertaking the Activities, including any claims for consequential losses or damages, whether from the negligence, any negligence act and/or omission or default of the Company, its directors, employees, agents and subcontractors and/or insurers.
12. I further acknowledge and agree that a portion of the Activities are to take place on various private properties in The Craggs, District Knysna namely; Remainder Farm 506 - Margarets Rest, Remainder Farm 236, Remainder Farm 239, Portion 4 of Farm 240, Portion 17 of Farm 239, Portion 34 of Farm 239, Portion 19 of Farm 239 and Remainder of Farm 240-KURLAND BRICK and I accordingly agree that the indemnity of liability contained herein shall similarly apply to the Owners of the properties mentioned herein and that any claim that I or my minor child, if applicable, may have arising from the Activities shall be instituted against the Company only and not against the applicable property owner.
13. The Company reserves the right, in its sole discretion, to vary any of the Activities, to cancel or abort any of the Activities for safety, changes in weather or for any other reasons. In the event that the Activity is cancelled prior to my having commenced the Activity, I agree that the Company shall be entitled to reschedule the Activity and that only in the event of my not being able to agree to a reschedule of the Activities that I shall be entitled to a refund of the fee paid to the Company for the Activity.

Should I have commenced the Activity and it is subsequently aborted, then the Company's sole liability to me is to reschedule the Activity and I shall not be entitled to a refund of the fee paid to the Company.

Further to the above I hereby give permission to Africanyon to use photographs and video taken during this activity in order to advertise the business or to illustrate canyoning (Kloofing) activities for promotional or educational purposes. "

- 14. I declare that this Agreement sets out the full agreement between me and my Child, if applicable, and the Company and that any amendment to the terms and conditions contained herein shall be of no force nor effect unless reduced to writing and signed by both parties with the party signing on behalf of the Company being a director of the Company.

I HEREBY DECLARE THAT I HAVE READ AND UNDERSTAND ALL OF THE ABOVE

Surname: ..... First names: .....

E-mail: .....

Age: .....

Residential address: .....

..... Country: .....

Code: ..... Telephone number: [..... ]

Id/passport number: .....

Next of Kin..... Contact Details.....

Date: .....

Place.....

Signature: .....  
Who warrants that the information  
Provided herein is true and correct