

**INDEMNITY, DISCLAIMER & WAIVER**  
**(INCLUDING COVID ADDENDUM ANNEXURES 'A' & 'B')**



**Definitions**

Trisport = 'THE OPERATOR'

The venue(s) that Trisport use on their TOURS = 'THE VENUE(S)'

PLEASE NOTE THE FOLLOWING BEFORE SIGNING (IF YOU CLICK THE DOCUMENT ON THE ENTRY FORM, IT IS AS GOOD AS SIGNING THIS DOCUMENT):

All visitors and participants by their signature of this document acknowledge that they have read & understand this indemnity, disclaimer, waiver AND all addendums thereto and agree to be bound by it, failing which he/she can choose not to board the Transport and/or enter the Premises and/or the Venue and/or not to participate in the Activities and if he/she has paid for or bought a ticket to enter the Venue or Premises and/or participate in the Activities and/or supply/deliver the Goods and/or Services to be reimbursed:

This document must be read with the terms and conditions of the Operator, Premises and/or Venue and which is available on their respective websites.

**1. The Venues**

All visitors and participants enter the Venue, the Premises and/or participate in the Activities and/or avail themselves of the Transport ENTIRELY AT THEIR OWN RISK.

- CHILDREN under the age of 18 MUST be accompanied by their parents or guardian upon entering the Premises and Venue and, if below the age of 14, AT ALL TIMES
- Africa has lots of Wildlife, the animals are WILD, at some venues the animals roam freely and are not constrained or fenced off from humans, EVEN if they appear domesticated, whether en route or at the Venue, Premises or if encountered during the Activity: TRAIL RUN, HIKING, MOUNTAIN BIKING, DIVING
- There may be unfenced pools, rivers, stream, ponds and fountains and special care should be taken regarding babies, young children and minors.

The African conditions are very arid and it can get extremely hot – it is highly recommended that you are adequately hydrated, dressed, use sunscreen extensively and wear a hat.

Snakes, scorpions, spiders and mosquitoes may be prevalent whether in your accommodation or outdoors so it is strongly advised that you wear closed shoes and long pants especially at night AND do not leave your shoes on the floor overnight!

You agree to OBEY AT ALL TIMES ANY ORDERS, REQUESTS OR DEMANDS of the Venue/Premises management and/or the Operator and/or Transporter.

You agree to abide by ANY SIGNAGE displayed at the Venue/Premises and/or on/in the vehicle.

If you have any questions, misapprehensions, doubts or would like to discuss any factor pertaining to or any element of this document or the Activities, the details of which appear on the Websites and which will be explained to you in detail before participating in the Briefing, please phone or email us before you proceed to sign the document or discuss it at the Briefing before signing and participating in the Activity.

This document applies to you whatever the nature of your participation in the Activity, whether you partake therein physically or merely observe as a spectator, journalist or photographer and no matter your proximity to the actual Activity.

## **2. Activities**

You will not be allowed access to the Venue and/or the Premises and/or to participate in any Activity, no matter in which capacity as aforesaid, unless you sign this document

- If you have any doubts about your physical and/or mental condition please consult your medical practitioner before signing this document.
- We strongly advise that you obtain adequate and comprehensive insurance pertaining to your travel arrangements, including (without limitation) to medical aspects, belongings & cancellation
- You acknowledge that any Activity may be cancelled, curtailed or terminated in the sole and unfettered discretion of the Operator and/or management of the Venue if such party(ies) believe in their sole and unfettered discretion that the prevailing circumstances justifies such a decision, in which case, subject to the prevailing terms and conditions, and subject to the event/venue specific cancellation terms and conditions, you will be reimbursed the cost of your participation paid to the Venue and/or Operator or credit will be arranged but you will have no claim for any other expenses or disbursements of whatever nature (Please read the extension of this clause to Covid in Annexure 'B') .
- You acknowledge that the Operator, the Venue and Suppliers cannot be held liable or responsible for the cancellation or curtailment of any booking and/or Activity, loss, damage or injury or death that is attributable to force majeure, which, without derogating from the generality of the aforesaid, includes events such as war, threat of war, riots or civil

commotion or strife, terrorist activity, industrial dispute, natural or nuclear disasters, fire, adverse weather conditions, traffic conditions or mechanical failure of whatever nature or any other circumstances that amount to force majeure or vis major (Please read the extension of this clause to Covid in Annexure 'B') .

- It is recommended that valuables (without limitation such as mobile phones, electronic devices, and watches) other than functional items such as binoculars and cameras must not be taken with you or handed in at the reception of the Venue for safekeeping. If you do not exercise the latter option, you take any valuables with you entirely at your own risk and subject to the aforementioned identity, waiver and disclaimer.

The undersigned, (by signature or click) hereby acknowledges that I have read & understand the ABOVE under the heading 'Please Note' , as well as the details of the indemnity BELOW and AGREE to be bound thereby and that the Covid addendum will apply to the entirety of this document:

I warrant that I have perused the literature presented by the various parties mentioned or alluded to herein, visited the Websites, have received a detailed Briefing, am aware of and accept that I will be exposed to a variety of risks and dangers at the Venue/Premises and en route traveling to and back from the Venue/Premises to my residence/place of business and to risks and dangers inherent in or associated directly or indirectly with the Activities offered by the Venue/the Premises and/or the Operator and/or present on/at the Venue/Premises, the fact, nature and potential effect of which has been explained to me in detail in the Briefing and that I have had adequate opportunity in the circumstances to receive and comprehend the risks and the implications thereof including obtaining independent advice and arranging appropriate insurance cover.

I realise that certain of the Activities require of me to be in a good physical and mental condition and I warrant that I am in such a condition and that I have checked with my medical practitioner. I warrant that I have no disability, impairment or illness and that I am not under any treatment or medication and/or suffer from any allergy that could impact on my participation in any Activity, other than disclosed on my application, enrolment or booking form.

The Venue and/or Operator may nevertheless exclude and/or limit my participation in any of the Activities in its sole and unfettered discretion and whether in the interest of my own health and safety and/or that of other participants.

I hold harmless and indemnify the Premises, the Venue, the Operator, the Transporter and/or its members and/or directors and/or partners and/or shareholders and/or employees and/or agents and/or sub-contractors and/or suppliers and/or the owners ('the Indemnified Parties') against any consequences of visiting or incidents at the Venue, the Premises or the Operator's location at the Venue or participating in the Activities and/or participating in the Transport and/or travelling en route to/from the Venue or Premises and I waive any claims I may have against the Indemnified Parties of whatsoever nature and howsoever arising (Please read the extension of this clause to Covid in Annexure 'B').

The indemnity, disclaimer and waiver includes (without limiting the generality of the a foregoing) any loss of or damage to personal effects (including any financial loss and/or destruction and/or loss or damage of property), illness, injury, death or harm including any medical expenses whatsoever and howsoever caused or incurred (including any claim from my wife, children or dependants for maintenance or otherwise), arising directly or indirectly from the inherent risks stated above (whether on foot, in a vehicle, aircraft or other mode of transport) and/or my participation in any one or more of the Activities and/or incidents en route to/from the Venue or Premises or arising from any act and/or omission by the Indemnified Parties including any negligent acts and/or omissions AND including any claim arising from my commuting from my place of residence or returning to it, AND legal costs (on an attorney and own client scale) that any of the Indemnified Parties may incur.

The Indemnified Parties will under no circumstances be liable for any indirect, economic, consequential or special loss or damage, irrespective of the cause. LAW, JURISDICTION & DOMICILIUM - South African law and the jurisdiction of South African courts will govern the relationship between the Parties. The parties choose their respective domicilium citandi et excutandi his/her residential address as reflected at the bottom hereof.

## **ANNEXURE 'A' DEFINITIONS**

'Activity/Activities' mean(s) one of more of the following described hereunder: hike, trail run, mountain biking, diving, tour, training course, accommodation, entertainment.

'Briefing' means a detailed explanation by or on behalf of the Indemnified Party(ies) explanation of the Activities and risks involved and prevalent at the Venue, Premises or Transport

'Covid' means the novel Coronavirus/Covid-19 and any known or unknown strain thereof

'Event' means tour, sport event, trail run, mountain biking, hiking, diving

'Goods and/or Services' means e.g. as supplied for an event by the Venue, the Premises and/or third party suppliers

food/ décor/F&B 'Operator' means Trisport, Sonja Otto, and staff of Trisport or any other staff contracted by Trisport

'Participants' means persons who take part in the Event and/or Activities and/or Transport

'Premises means the Venue/area where you stay or area where you will run, cycle, dive

'Suppliers' means food, boat, gear, 'Transport(er) means 'boat, any vehicle, bicycle

'Venue' means the Venues/areas where you stay or area where you will run, cycle, dive on the Event/Tour

'Visitor' means a person who visits the Event, Premises or Venue in whatever capacity

## **'ANNEXURE 'B' ASPECTS OF COVID**

THESE APPLY SPECIFICALLY TO CONVID BUT IN ADDITION THE ENTIRE ABOVE DOCUMENT APPLIES MUTATIS MUTANDIS TO COVID. The signatories:

- Warrant that they have read the above and acknowledge and accept that the indemnity, disclaimer and waiver applies mutatis mutandis to this annexure.
- Acknowledge that they have been made aware that this Annexure has been specifically prepared to deal with the challenges arising from Covid which it is common knowledge has been declared a pandemic by the World Health Organization ('WHO').
- Agree that it is furthermore generally accepted that Covid can be transmitted from person to person inter alia by contact and respiratory means and that it is essential to follow guidelines and precautionary measures issued by the WHO and various governments.
- Confirm that they are aware that it is the statutory duty of the Indemnified Parties and any visitors and participants to adhere to such prescribed guidelines and precautionary measures.

All signatories confirm that:

- They are aware that over and above the usual risk of participating in the Activities that may result in injury, illness or even death, Covid consequences has resulted and may result in persons being exposed to the very contagious and debilitating effects thereof, including the aforementioned risks, paralysis and death.
- Despite all the steps taken by the Indemnified Parties, the aforesaid risks are unavoidable.
- They agree to abide by ANY SIGNAGE displayed at the Venue and/or in/on the means of Transport especially guidelines pertaining to Covid such as sanitizing, having their temperatures taken, distancing and completing attendance registers.
- They are aware that the consequences of any Participant or Visitor testing positive for Covid and/or reveals symptoms of Covid, includes one or more of the following, which as such is deemed to be outcomes covered by the indemnity, disclaimer and waiver detailed above:
  - o The Activity being cancelled in its entirety of All Participants and Visitors being quarantined
  - o All Participants and Visitors being requested to return to their respective points of original departure before and after being quarantinedThe signatories warrant the following with specific reference to Covid, namely that they and/or any members of their household have not in the immediate past 20 (Twenty) days before the event and that they will inform us if any of the below is a yes 20 (Twenty) days or less before the event/tour:

Experienced symptoms of fever, fatigue, difficulty in breathing, or dry cough or exhibiting any other symptoms relating to COVID or any communicable disease

- Been diagnosed with COVID
- Been exposed to anyone diagnosed with COVID
- Travelled internationally unless they were issued with the required Covid clearance before departure and upon arrival which I/we will make available if required
- Travelled in or to any city or area considered to be highly affected by/a “hot spot” for COVID infections

VERY IMPORTANT: PLEASE NOTE RE SIGNATURE OF THIS DOCUMENT · IF YOU ARE UNDER THE AGE OF 18, YOUR PARENT(S) OR GUARDIAN(S) MUST SIGN THIS DOCUMENT AND ACCOMPANY YOU AT ALL TIMES - SEE LIST BELOW · IF YOU REPRESENT OR ACT ON BEHALF OF A GROUP OR YOUR PERSONAL GUESTS ('THE GROUP'), YOU MUST ENSURE THAT EACH MEMBER CONSTITUTING THE GROUP PERUSES AND SIGNS THIS DOCUMENT - SEE LIST BELOW · IF YOU REPRESENT OR ACT ON BEHALF OF ANOTHER PERSON(S) OR LEGAL ENTITY OR PARENTS/GUARDIANS OF MINORS THAT ARE NOT PART OF YOUR FAMILY ('OTHER PERSON'), YOU MUST YOU MUST ENSURE THAT THE OTHER PERSON PERUSES AND SIGNS THIS DOCUMENT - WE RESERVE THE RIGHT TO ASK FOR A WRITTEN MANDATE FROM SUCH OTHER PERSON · FAILURE TO COMPLY WITH THE ABOVE MAY RESULT IN ACCESS BEING DENIED AND/OR ACTIVITIES BEING CANCELLED.

This indemnity shall in all respect be governed by the Laws of the Republic of South Africa, and all disputes actions and other matters arising in connection herewith, shall be determined in accordance with such laws.

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