



## Indemnity Agreement

Maru Djembe (Pty) Ltd

This indemnity agreement applies to all individuals who enter the premises, whether as casual visitors, overnight guests, users of any facilities on the premises, or participants in any activity on the premises or organized by Maru Djembe (referred to as 'the Visitor').

The Visitor acknowledges that he/she has read and understands this indemnity and agrees to be bound by the following:

- 1.** I acknowledge that I enter and use the premises, parking areas, surroundings, stairs, swimming pool, dam, hiking trail, showers, kitchen, gas equipment, and all other facilities on the premises, and participate in any activities at the premises entirely at my own risk.
- 2.** I take full responsibility for and indemnify all those who accompany me, including any underage persons, on the premises.
- 3.** The right of admission is reserved.
- 4.** I confirm that I have been advised in this indemnity form to read the indemnity signs in the camp and at the gate upon entering the premises.
- 5.** I am aware of and accept that I will be exposed to a variety of risks and dangers at the premises, which have been explained to me via the indemnity signs around the campsite in detail, and I comprehend the risks and their implications.
- 6.** Such risks and activities include, without limitation, pools, ponds, recreational areas, wildlife (Buffalos), trails, and poisonous plants.
- 7.** I agree to obey all warning notices and instructions of Maru Djembe at all times.
- 8.** Visitors hold harmless and indemnify the owners, management, staff, directors of Maru Djembe, and other guests (the 'Indemnified Parties') against any consequences of visiting, participating in any activities, or incidents at or arranged by Maru Djembe, and waive any claims they may have.
- 9.** This indemnity includes any loss of or damage to personal effects/property, any indirect, consequential, or special loss/damage, financial loss, illness, injury, harm (as defined in the CPA), or death howsoever caused, and legal costs (attorney and own client scale) that the Indemnified Parties may incur, unless such claim falls within the ambit of section 61 of the CPA (Act 68/2008).
- 10.** I acknowledge that any assistance that the Indemnified Parties may render or arrange is done without any admission or acknowledgement of fault or liability and as an expression of empathy and goodwill.

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Date (dd/mm/yyyy)

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Visitor Signature