



INDEMNITY / WAIVER

Acknowledgement of risk and release of liability by Participants in respect of Tour Activities provided by Lighthouses South Africa

The following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue and other terms of agreement are entered into by me ("the Participant") with and for the benefit of Lighthouses South Africa, its owners, employees, volunteers, business operators, agents, and site property owners or lessees ("the Host"). Without limiting the generality of the foregoing, the Tour Activities may include, but are not limited to, touring, sightseeing, adventure activities, walks, hikes and climbs, wildlife viewing, and conveyance as a driver or passenger in or on any airplane, train, motor vehicle, or boat.

I, the undersigned, having carefully read and understood this waiver before participating in the Tour Activities, hereby declare that:

1. I am aware that there are inherent dangers, hazards and risks ("Risks") associated with the Tour Activities, and that injuries resulting from the Risks are a possible occurrence. I am aware that the Risks of the Tour Activities mean those potentially dangerous conditions which are an integral part of the Tour Activities, including but not limited to:
 - a) the propensity of any wild or domesticated animal to behave in ways that may result in injury, harm, or death to persons, other animals or objects;
 - b) the inherent dangers that birds, mammals, amphibians, reptiles, fish and insects pose for persons, other animals or objects;
 - c) the risks associated with boating activities, such as chronic motion sickness, sunburn or sunstroke, hypothermia, the use of snorkelling or SCUBA equipment, dangers posed by aquatic creatures, and drowning;
 - d) the risks associated with participation in various forms of adventure activities;
 - e) the potential for other participants or other persons to behave in a negligent manner that may contribute to injury to themselves or others;
 - f) conveyance as a driver or passenger in or on any airplane, train, motor vehicle, or boat, in the air, on a railroad, on public or private roads, in the bush or in the veld, or on any body of water including the ocean.
2. I freely accept and fully assume all responsibility for all Risks and possibilities of any and all personal injury, death, damage to property or loss resulting from my participation in the Tour Activities.
3. I agree that although the Host has taken steps to reduce the Risks and increase the safety of the Tour Activities, it is not possible for the Host to make the Tour Activities completely safe. I accept these Risks and agree to the terms of this waiver even if the Host is found to be negligent or in

breach of any duty of care or any obligation to me associated with my participation in the Tour Activities.

4. In addition to consideration given to the Host for my participation in the Tour Activities, I and any or all of my wedded spouse, common-law spouse, heirs, next of kin, executors, administrators and assigns agree:
 - a) to waive all claims that I have or may have in the future against the Host;
 - b) to release and forever discharge the Host from all liability for personal injury, death, damage to property, or loss resulting from my participation in the Tour Activities due to any cause, including but not limited to negligence (failure to use such care as any reasonably prudent and careful person would use under similar circumstances), breach of any duty imposed by law, breach of contract, mistake, or error in judgment of the Host;
 - c) to be liable for and to hold harmless and indemnify the Host from all actions, proceedings, claims, damages, costs, demands, including court fees and costs on an attorney and own client basis, and liabilities of whatsoever nature or kind arising out of or in any way connected with my participation in the Tour Activities.
5. I agree that this waiver and all terms contained herein will be governed by and construed in accordance with South African law, and any disputes relating to this disclaimer will be subject to the exclusive jurisdiction of the courts of the Republic of South Africa.
6. I confirm that I have had sufficient time to read and understand this waiver in its entirety. I understand that this agreement represents the entire agreement between myself and the Host, and that it is binding on myself and my legal representatives.
7. I confirm that I have am older than 18 years. If this waiver pertains to a minor child, I confirm that I am entitled to sign this waiver on their behalf and as their legal guardian.

FULL NAMES: _____

ID OR PASSPORT NUMBER: _____

THUS DONE AND SIGNED AT: _____(Place)

ON THIS _____ DAY OF _____(Month) 20_____(Year)

Participant / Legal Guardian Signature

Witness Signature