



LANDOWNERS
Timbavati Traverse
Indemnity, Waiver and Disclaimer

(This is to be read in conjunction with the entry registration form)

I, the undersigned agree that,

In this document

"the Landowners" shall mean and include all persons who own, manage, administer, maintain, or control the land upon which the Run takes place and shall include, but not be limited, to the following parties: Timbavati Nature Reserve, as well as all affiliates, subsidiaries, agents, employees, associates, organisers, shareholders, committee members, directors, and/or representatives (of any form) of Timbavati Nature Reserve.

"wildlife area" shall mean and include all wildlife and other areas wherein the Run takes place as well as all land, property and facilities owned, leased, managed, maintained or controlled by the landowners.

"Timbavati Traverse" shall mean and include either a walk, run or cycle in the Timbavati Nature Reserve as well as all activities related or associated (whether directly or indirectly) therewith.

1. I acknowledge that I am aware of and appreciate the real dangers and risks that are associated with wildlife areas arising from amongst other things, running over uneven, broken, and rough terrain, the presence of wild, unpredictable, and dangerous animals, insects and reptiles and the real risk of suffering bodily injury, illness, death, and damages. I accept and acknowledge that I enter the wildlife areas and participate in the Timbavati Traverse entirely at my own risk.
2. I waive any and all claims of whatsoever cause or nature, howsoever arising, including negligence which I might have, or which might arise against the landowners.
3. The landowners shall not be liable to me or any of my dependents for any injury, illness, harm, death, damages of whatsoever nature or cause. I undertake to indemnify, defend, and hold harmless and free the landowners from any and all claims of whatsoever cause or nature which may arise by my spouse, life partner, children, or dependents, who suffering damages of whatsoever nature or cause (including negligence), including but not limited to personal injury, death and/or loss of support.
4. All disputes and claims shall be governed by the laws of South Africa and shall be subject to the exclusive jurisdiction of the Courts of South Africa.
5. No variation, novation or cancellation of this agreement shall be binding unless reduced to writing and signed by me and an authorised representative of the landowners. Each provision of this agreement shall be regarded as a separate and severable provision which is separately enforceable. In the event of any one or more of the provisions being found to be invalid or unenforceable, then that or those provisions shall be severed from this document and the remaining provisions shall continue in full force and effect.

I am aware that this document has serious legal consequences. I have read and understand the conditions appearing above my signature and acknowledge that I am bound thereby.

Signed at _____ on this ____ day of _____ 202__.



Participant Signature

In the event of the Entrant being under the age of 21 years, this document must be signed by his/her natural or legal guardian.

Parent/Guardian