

05 -10 AUGUST 2008

CHILDREN IN THE WILDERNESS PRESENTS

TOUR DE KRUGER

T U L I T O P A F U R I

WAVER AND INDEMNITY FORM

Complete the Waver and Indemnity form and submit by fax to att: Heather on +27 11 807 2110

or email to heatherw@wilderness.co.za

In respect of liability for personal injury, death, loss of or damage to property and/or other damages related to the cycling tour, Northern Tuli Game Reserve, Mapungubwe and through the Makuleke / Pafuri region of northern Kruger National Park.

In this document "the organisers" shall mean and include all the following parties : Wilderness Safaris (Pty) Limited, South African National Parks, Tuli Game Reserve and Children in the Wilderness as well as all affiliates, employees, directors, agents, shareholders and representatives of the foregoing entities.

The "event" shall mean and include the Cycling tour, which is to take place in the Kruger National Park, Northern Tuli Game Reserve and Mapungubwe all related activities including but not limited to cycling, being conveyed both to and from the tour accommodation, meals, opening and closing ceremonies and any other function or activity related, whether directly or indirectly to the cycling tour.

I, the undersigned _____ agree that

1. I acknowledge that I am acquainted, aware of and appreciate the real dangers and risks that are associated with cycling in the Kruger National Park arising inter alia from the presence of wild and dangerous animals, reptiles and insects and the real risk of suffering bodily harm, injury, death, damages as well as loss of or damage to property, which may arise as a result of an encounter with and/or in the presence of wild animals and/or reptiles and/or insects. I acknowledge further that the cycling tour will take place in a Malaria area and that I will be travelling by bicycle over uneven and potentially hazardous terrain and that I will be staying in an unfenced camp.
2. I accept and acknowledge that I participate in the event entirely at my own risk;
3. I waive any and all claims of whatsoever cause or nature howsoever arising against the organisers, which I might have arising out of any harm, injury, death or loss suffered whilst participating in or related to the event and whether arising from an act of commission or omission and/or negligence on the part of the organisers;
4. I undertake to indemnify and hold harmless and free, the organisers from any and all claims of whatsoever cause or nature which may be made by my spouse, common-law wife/ husband, my children, whether minor or adult, relatives and/or any other dependant who suffer any damages, including but not limited to personal injury or death, loss of support or any other loss related directly or indirectly to the event, arising from any cause whatsoever (including but not limited to any act of commission or omission and/or from the negligence on the part of the organisers);
5. that in the event of injury the organisers may at their discretion and without prejudice or without admission of liability arrange and pay for emergency medical treatment for and on behalf of myself, my spouse, common-law wife/husband, children (minor or adult). I acknowledge that I will be directly responsible to reimburse the organisers for such medical expenses;

- 6. that without derogating from the generality of the foregoing, I acknowledge that the organisers shall not be liable to me or any of my dependants, relatives or guests for any injury, illness, harm, loss, loss of support, consequential loss, damage or damages of whatsoever nature, that may be sustained as a result of my participating in the event, or as a result of or any other cause
- 7. I am aware that this document has legal consequences and that if I do not understand its contents or implications, I should discuss same with my legal representatives before signing it. I understand this document and appreciate its implications.
- 8. I warrant that I have travel insurance and that I shall ensure that such travel insurance remains in force and valid through out my travelling and participation in the event.

I have read and understand the conditions appearing above my signature and acknowledge that I am bound thereby.

DATED at _____ on this the _____ day of _____

WITNESSES : _____
Participant

1. _____ 2. _____

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

DATED at _____ on this the _____ day of _____

Legal Gaurdian

WITNESSES :
1. _____ 2. _____



CHILDREN IN THE WILDERNESS

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