

THE BEZUIDENHOUTSHOEK NATURE RESERVE

GENERAL INDEMNITY

I,(*Indemnitor*) hereby acknowledge that I am well acquainted and fully aware of and appreciate the real dangers and risks that are associated with the BEZUIDENHOUTSHOEK NATURE ESTATE, and the BEZUIDENHOUTSHOEK, DRAAIHOEK MOOIFONTEIN and BROODBOOM FARMS (collectively referred to as the "**The Reserve**")(*Indemnitee*) arising from the natural geology and activities / presence of wild and dangerous animals / reptiles, birds and insects and the real risk of suffering bodily harm, injury, death and/or loss to property which may arise as a result of the activities / presence of these animals, reptiles, birds, and/or insects whilst on the premises or property of **The Reserve**.

I hereby agree to abide by all the rules for the use of **The Reserve**. Including but not limited to, the Management Rules and Conduct Rules applicable to the Sectional Title Scheme which forms part of **The Reserve**

I have been informed that there is very limited and random cell phone signal.

I, hereby indemnify, hold harmless and free and waive all claim or claims of whatsoever cause or nature, whether being of a negligent nature or not, however arising against **The Reserve** the controlling body of **The Reserve**, it's owners and directors, contractors, their associates, servants and employees and/or any person connected whether directly or indirectly with the running of **The Reserve**, and fellow guests/invitees from any claims of whatsoever cause or nature which may arise on behalf of my spouse/common law wife/husband, my children, whether minor or adult, or relative and/or persons who accompany me to **The Reserve** whether as my invitee or otherwise or at all who suffer injury or loss whilst on the premises or property of **The Reserve** and whether arising from an act of commission or omission on the part of those hereby indemnified or anyone of them, including, without limitation, any claims by any authority of any person as set out hereunder.

This includes, but is not limited to:

1. Any civil proceedings, which may be brought by any person against **The Reserve** This on the basis that the Indemnitee, as controlling authority of **The Reserve**, has been in breach of any law, whether by commission or omission, including the National Environmental Management Act and National Water Act, in connection with or related to **The Reserve**.
2. Any criminal proceedings, to the extent possible in law, which may be brought against the Indemnitee. This on the basis that the Indemnitee has been in breach of any law, whether by commission or omission, subject to the following;
 - 2.1 Should any party receive any notice from any authority, relating to any alleged breach of any law by any party, such party shall immediately notify the other. Such notification shall include a copy of the notice from the authority.
 - 2.2 If the Indemnitee is alleged to be in breach, the Indemnitee shall be entitled to take any reasonable professional advice from one or more advisers. The market related cost of such advice, and if from an attorney or advocate on an attorney and client basis, which includes the reasonable cost of the implementation of such advice, shall be for the account of Indemnitor, subject to the following;
 - (a) The Indemnitee shall obtain from its professional adviser/s a pro-forma indication of the costs involved, and notify Indemnitor;

Directors: E D Dorner A L Sidersky

- (b) The Indemnitor shall within 7 (seven) days pay such costs to the professional adviser/s, and furnish proof of payment to the Indemnitee by notice;
- (c) Any further amounts shall be paid by Indemnitor, upon notice, which notice shall be accompanied by a detailed statement of account from the professional adviser/s; and
- (d) If the Indemnitee is required by any law to pay a monetary fine, Indemnitor shall pay such fine to the Indemnitee upon notice from the Indemnitee”.

IMPORTANT:

No walking around after dusk or before sunrise.

All walking must remain on paths or roads

No Fire-arms or hunting.

No speeding. Speed limit 20kmh in The Reserve.

No feeding of ANY animals or birds.

No littering whatsoever.

No bottles allowed out of vehicles other than at lodges or designated picnic spots

No fires on The Reserve other than in the specifically demarcated areas

I agree unreservedly to pay for all and any damage I or anyone entering The Reserve through me causes to any buildings, infrastructure, lodges or **The Reserve** itself.

I,.....(I.D. Number)
Print name (Indeminator)

have read and understood the conditions contained in this Indemnity and that I am bound thereby.

Signature:.....Date.....Time.....

Tel No:..... Mobile

Email:

Home Address:

In the event of an emergency contact number of person not on the reserve

Mobile