

VDK HIKING INDEMNITY

DEFINITIONS

ANY REFERENCE TO "VDK" IN THIS AGREEMENT INCLUDES VAN DE KAAP TRAVEL AND TOURS AS WELL AS THEIR MEMBERS, EMPLOYEES, GUIDES, VOLUNTEERS, SPONSORS, PARTNERS AND INDEPENDENT CONTRACTORS, REPRESENTATIVES AND ANY OTHER INDIVIDUAL(S)/AFFILIATE(S) ASSOCIATED WITH AND RELATED TO THE ORGANISATION AND/OR MANAGEMENT.

ANY REFERENCE TO "ACTIVITY" OR "ACTIVITIES" INCLUDES ACTIVITY/IES ORGANISED/PROVIDED/EXECUTED BY VDK, INCLUDING BUT NOT LIMITED TO ALL ACTIVITIES RELATED (WHETHER DIRECTLY OR INDIRECTLY) TO TOURING, HIKING, TREKKING, RUNNING, WALKING, CLIMBING, SWIMMING, ASSOCIATED ACCOMMODATION, TRAVEL/TRANSPORTATION AND THE CONSUMPTION OF FOOD/DRINK ITEMS.

DISCLAIMER

I VOLUNTARILY UNDERSTAND AND AGREE THAT:

- (I) VDK ARE NOT RESPONSIBLE FOR ANY DEATH, ILLNESS, INJURY, TRAUMA, LOSS AND/OR DAMAGE OF ANY KIND SUSTAINED BY ME WHILE PARTICIPATING IN A HIKE AND/OR ANY RELATED ACTIVITIES, CAUSED IN ANY MANNER WHATSOEVER;
- (II) IT IS NOT THE RESPONSIBILITY OF VDK TO ENSURE THAT ANY PERSON IS IN A SUITABLE PHYSICAL CONDITION OR HAS THE NECESSARY SKILLS AND/OR SUITABLE EQUIPMENT TO UNDERTAKE ANY ACTIVITY AND PARTICIPATION IS SOLELY AT MY OWN RISK;
- (III) I AM PHYSICALLY FIT AND CAPABLE, AND I HAVE THE NECESSARY TRAIL EXPERIENCE TO UNDERTAKE AN ACTIVITY OF THIS NATURE AND/OR TO PARTICIPATE IN OTHER ACTIVITIES OFFERED BY VDK;
- (IV) THE MENTAL AND PHYSICAL EXERTION OF HIKING AND TREKKING AND THE FORCES EXERTED ON THE MIND AND BODY CAN ACTIVATE OR AGGRAVATE PRE-EXISTING INJURIES, CONDITIONS, OR SYMPTOMS;
- (V) ACTIVITIES TYPICALLY TAKE PLACE IN ROUGH, RUGGED AND POTENTIALLY DANGEROUS LANDSCAPES AND THAT I WILL BE GUIDED OVER STEEP, UNEVEN, SLIPPERY, AND HAZARDOUS TERRAIN USING TRACKS, TRAILS AND/OR PATHWAYS;
- (VI) IF PARTICIPANTS(S) - INCLUDING MYSELF - USE AN INHALER AND/OR REQUIRE AN EPINEPHRINE (EPIPEN), AND/OR MEDICATION (CHRONIC OR OTHERWISE), THEY ARE RESPONSIBLE FOR BRINGING THEIR OWN MEDICATION FOR SELF-ADMINISTRATION DURING THE ENTIRE ACTIVITY, AND THAT VDK DOES NOT PROVIDE INHALER OR EPINEPHRINE (EPIPEN) AND/OR ANY MEDICATIONS;
- (VII) PART OF THE APPEAL OF HIKING LIES IN THE ATTENDANT RISKS, DANGERS AND CHALLENGES AND I HEREBY ACCEPT SUCH IN THE SPIRIT OF THE ADVENTURE WHICH IS TRAIL HIKING.

RISK OF HARM

I UNDERSTAND THAT DANGERS (INHERENT OR OTHERWISE), HAZARDS, AND RISKS INCLUDE BUT ARE NOT LIMITED TO:

- (I) RISK OF INJURY FROM HIKING AND TREKKING ON NATURAL TERRAIN IS SIGNIFICANT INCLUDING THE POTENTIAL FOR PERMANENT DISABILITY AND/OR DEATH;
 - (II) RISK OF INJURY FROM THE USE OF MANMADE INFRASTRUCTURE (ROPES, LADDERS, CHAINS, FOOTPATH STABILISATION, OVERNIGHT FACILITIES) IS SIGNIFICANT INCLUDING THE POTENTIAL FOR PERMANENT DISABILITY AND AND/OR DEATH;
 - (III) RISK OF ACCIDENTAL PHYSICAL INJURIES AS A RESULT OF FALLING, SLIPPING, TRIPPING SUCH AS MUSCULAR INJURIES, BRUISES, CUTS, SPRAINS, DISLOCATIONS, BURN WOUNDS, BROKEN BONES, AND BACK, NECK, HEAD, FACIAL AND DENTAL INJURIES WHICH MAY RESULT IN SEVERE IMPAIRMENT OR EVEN DEATH;
 - (IV) RISK OF ILLNESS RESULTING FROM FOOD POISONING AND/OR PARASITES (FOR EXAMPLE, TICK BITE FEVER);
 - (V) ALL "ACTS OF NATURE" INCLUDING BUT NOT LIMITED TO ROCK FALL, INCLEMENT WEATHER, THUNDER AND LIGHTING, SEVERE AND OR VARIED WIND, COLD WEATHER AND HEAT RELATED INJURIES AND/OR ILLNESS (SUCH AS FROST BITE, HEAT EXHAUSTION, HEAT STROKE, SUNBURN, HYPOTHERMIA AND DEHYDRATION) AND OTHER WEATHER CONDITIONS;
 - (VI) MY OWN NEGLIGENCE AND/OR THE NEGLIGENCE OF OTHERS, INCLUDING EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS AND/OR REPRESENTATIVES;
 - (VII) ATTACKS AND/OR PHYSICAL CONFRONTATIONS OR ENCOUNTERS WITH ANY LIVING CREATURE INCLUDING OTHER PERSON(S), INSECTS, ANIMALS (WILDLIFE OR DOMESTICATED);
 - (VIII) ACCIDENTS OR ILLNESS OCCURRING IN REMOTE PLACES WHERE THERE ARE NO AVAILABLE MEDICAL FACILITIES AND/OR THE RISKS ASSOCIATED WITH CROSSING, CLIMBING OR DOWNCLIMBING OF ROCK AND/OR STEEP SLOPES;
 - (IX) RISK AND EXPOSURE TO POSSIBLE CRIMINAL ACTIVITY INCLUDING BUT NOT LIMITED TO THEFT AND/OR POACHING.
- I UNDERSTAND THE DESCRIPTION OF THESE RISKS IS NOT COMPLETE OR EXHAUSTIVE AND THAT UNKNOWN OR UNANTICIPATED RISKS MAY RESULT IN INJURY, ILLNESS, OR DEATH.

I AGREE TO BE RESPONSIBLE FOR MY OWN WELFARE AND FULLY ASSUME ALL THE ABOVE RISKS, AS WELL AS OTHER RISKS SET FORTH OR NOT IN THIS AGREEMENT, BOTH UNKNOWN AND KNOWN, VOLUNTARILY, TO THE FULLEST EXTENT PERMITTED BY LAW.

INDEMNITY AGREEMENT

AS A PARTICIPANT IN THIS ACTIVITY/HIKE/TOUR, I HEREBY AGREE TO THE FOLLOWING:

- (I) TO WAIVE ANY AND ALL CLAIMS THAT I HAVE NOW OR MAY IN THE FUTURE HAVE AGAINST ALL OF WHOM ARE REFERRED TO AS VDK.
- (II) TO RELEASE VDK FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, TRAUMA (MENTAL AND/OR PHYSICAL), EXPENSE AND/OR INJURY INCLUDING DEATH THAT I MAY SUFFER, OR THAT MY NEXT OF KIN MAY SUFFER AS A RESULT OF MY PARTICIPATION IN VDK ACTIVITIES, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, ON THE PART OF VDK, AND FURTHER INCLUDING THE FAILURE ON THE PART OF VDK AND/OR THE VARIOUS PROPERTY OWNERS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND/OR HAZARDS OF ADVENTURE ACTIVITIES REFERRED TO ABOVE.
- (III) TO NOT BRING ANY CLAIMS, DEMANDS, LEGAL ACTION AND/OR CAUSES OF ACTION AGAINST VDK AND/OR VDK INSURANCE CARRIERS, FOR ANY ECONOMIC AND/OR NON-ECONOMIC LOSSES DUE TO INJURY, DEATH, DAMAGE TO PROPERTY, FIRES, PENALTIES OR LOSS SUSTAINED BY ME, DIRECTLY OR INDIRECTLY, IN RELATION TO ACTIVITIES HELD BY AND/OR THE OPERATIONS OF VDK, EVEN IF/WHEN SUCH ACTIVITIES/OPERATIONS RESULT IN HOSPITALISATION AND/OR RESULT IN LASTING RESIDUAL EFFECTS, IN TERMS OF WHICH I UNDERTAKE FULL RESPONSIBILITY FOR ANY AND ALL SUCH HARM OR INJURY THAT MAY OCCUR TO MYSELF AND/OR MY ASSETS.
- (IV) IN THE UNLIKELY EVENT OF AN ACCIDENT OCCURRING, I AUTHORISE A REPRESENTATIVE OF VDK TO ACT ON MY BEHALF TO SECURE MEDICAL TREATMENT.
- (V) TO INDEMNIFY AND HOLD HARMLESS VDK FROM ANY AND ALL LIABILITY FOR ANY DAMAGES INCLUDING CONSEQUENTIAL DAMAGES TO THE PROPERTY OF THE RELEVANT HIKING VENUE, OR PERSONAL INJURY TO ANY THIRD PARTY, RESULTING FROM MY PARTICIPATION IN THIS HIKING EVENT AND ALL RELATED ACTIVITIES. I PLEDGE TO NOT HARM OR DISTURB ANY FAUNA, FLORA, MARINE LIFE, ARCHAEOLOGICAL FEATURES OR TRAIL INFRASTRUCTURES; AND I PLEDGE TO NOT LITTER, BRING ALONG ANY (UNSANCTIONED) PET, MAKE ANY (UNSANCTIONED) FIRES, OR CARRY A FIREARM/WEAPON WHILE ENGAGING IN THE VDK ACTIVITY (FROM START TO FINISH).
- (VI) TO CONSENT THAT ANY IMAGES OR VIDEOS TAKEN BY VDK DURING THE HIKE/ACTIVITY CAN BE USED AND SHARED BY VDK.
- (VII) THIS AGREEMENT SHALL BE EFFECTIVE AND BINDING UPON MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, AND REPRESENTATIVES, IN THE EVENT OF MY DEATH OR INCAPACITY.
- (VIII) THIS AGREEMENT AND ANY RIGHT, DUTIES AND OBLIGATIONS AS BETWEEN THE PARTIES TO THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED SOLELY IN ACCORDANCE WITH THE LAWS OF SOUTH AFRICA AND NO OTHER JURISDICTION.
- (IX) IN ENTERING INTO THIS AGREEMENT, I AM NOT RELYING UPON ANY ORAL OR WRITTEN REPRESENTATIONS OR STATEMENTS MADE BY VDK OTHER THAN WHAT IS SET FORTH IN THIS AGREEMENT.

SEVERABILITY

I CONFIRM AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS FOUND BY A COURT TO BE VOID OR UNENFORCEABLE, THE REMAINING PROVISIONS SHALL REMAIN VALID IN FULL FORCE AND EFFECT AND BINDING UPON THE PARTIES. I ALSO AGREE THAT THIS AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED UNDER APPLICABLE LAW.

ACCEPTANCE

I AM CHOOSING TO PARTICIPATE IN THIS VDK ACTIVITY/HIKE/TOUR. I AM OF LEGAL AGE AND COMPETENT TO ACCEPT THIS INDEMNITY DISCLAIMER (MY PARENT/GUARDIAN OR CARER WILL ACCEPT ON MY BEHALF IF I AM A MINOR). I HEREBY ACKNOWLEDGE AND AFFIRM THAT I HAVE BEEN FULLY INFORMED OF THE INHERENT DANGERS, HAZARDS AND RISKS ASSOCIATED WITH THE ACTIVITY/IES IN WHICH I AM ABOUT TO ENGAGE. I HAVE READ THIS WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT. I FULLY UNDERSTAND, ACKNOWLEDGE, AND ACCEPT THE AGREEMENT AND ITS TERMS FREELY AND VOLUNTARILY. I ALSO ACKNOWLEDGE, UNDERSTAND AND AGREE THAT BOOKING A VDK ACTIVITY/TOUR/HIKE INDICATES AUTOMATIC ACCEPTANCE OF THIS INDEMNITY AND THE TERMS AND CONDITIONS THEREIN AND I AGREE TO BE BOUND BY THEM (ON BEHALF OF MYSELF AND EVERYONE IN THE GROUP I AM BOOKING FOR).