



# WAIVER AND INDEMNITY

**No: 000001**

<b>Driver Name:</b>	<b>Car Registration:</b>	<b>Signature:</b>
<b>Accommodation:</b>	<b>Arrival Date:</b>	<b>Departure Date:</b>

Every individual who signs this waiver of liability and indemnity (“signatories”), whether on their own behalf or as the parent/guardian/responsible party assisting any minor children or other persons under their care (“assisted signatories”), whom the signatories hereof warrant have agreed to be so assisted, hereby acknowledges that they visit Sondela Nature Reserve and the properties of Adinvale (PTY) Ltd, Adinvale Farming Estates (PTY) Ltd, Makhato Body Corporate, Sondela Share Block Ltd, Sondela Senior Lifestyle Estate Body Corporate, Sondela Academy (PTY) Ltd and Rental Owners (“the legal entities”), entirely at their own risk and warrant that they are competent and have the authority to indemnify the legal entities on their own behalf, and/or as the parent/guardian/responsible party for any assisted signatories under their care.

The signatories and any assisted signatories for whose health and safety they accept full responsibility by signature hereof (“they/them”), hereby acknowledge, agree, undertake and consent as follows:

- they fully understand that animals can be dangerous and that they will not hold the legal entities, their members, management or employees responsible for any loss, damage, injury or death through the behaviour of any animal, whether wild or otherwise and through whatsoever cause;
- they make use of the facilities and recreation activities at Sondela Nature Reserve and the properties of the legal entities at their own risk, fully understanding any inherent dangers or risks that may be associated therewith, including swimming pools which they acknowledge have no lifeguards on duty, and declare that they indemnify and hold harmless and free from liability the legal entities, their members, management or employees for any loss, theft, damage, injury or death, and/or compensation or costs, of whatsoever nature and howsoever arising, as a result thereof, irrespective of whether human error or negligence exists and hereby waive and abandon any claim that they may have as a result thereof;
- they undertake and agree that this waiver and indemnity shall be binding on themselves and the assisted signatories, their heirs, assigns and personal representatives, and confirm that they have read, understand and accept the same;
- they hereby consent in terms of the Protection of Personal Information Act No. 4 of 2013 (POPIA), to the collecting, storing, sharing and processing of any personal information provided for the purpose of facilitating the products or services provided by the legal entities and any matters ancillary thereto; provided that such processing shall be limited to the purpose for which it was provided and shall be in compliance with the conditions and rights as contained in POPIA, and grant permission for any photographic material that may be taken of them whilst on the resort to be used for marketing of the resort and that marketing emails and SMSs may be sent to them.

**NB: The driver undertakes full responsibility to ensure that all passengers in his/her vehicle are listed hereunder.** Parents/guardians/responsible adults assisting minor children or other persons under their care, assume all responsibility and risk for any loss, theft, damage, injury or death to the minor children or other persons under their care.

<b>Passenger Names:</b>	<b>ID Number:</b>	<b>Passenger Signature:</b>	<b>Signature of assisting responsible adult: (In the event of a minor)</b>