



Zwartkloof Adventures (Pty) Ltd

Zwartkloof Adventures, R516
Old Thabazimbi Road
Bela-Bela 0480
014 736 2825

www.zwartkloofadventures.co.za

INDEMNITY FORM

I, the undersigned _____ parent of _____ the
minor attending Zwartkloof Adventures (Pty) Ltd (hereinafter "the camp"),

hereby declare as follows:

1. I acknowledge that the minor will be entering Zwartkloof Adventures (Pty) Ltd entirely at his/her own risk and that the minor will make use of the facilities and recreation activities at Zwartkloof Adventures (Pty) Ltd at his/her own risk, provided that adequate supervision is always present.
2. I understand that the minor be subjected to man-made, and/or natural elements and/or dangerous animals which may pose are a risk to the minor, provided that adequate supervision is present at all times.
3. Arising from death of body injuries of whatsoever nature sustained by a minor, unless such injuries are caused by Zwartkloof Adventures (Pty) Ltd and or the defective functioning of any apparatus or through the behavior of any animal in the Zwartkloof Adventures (Pty) Ltd, whether wild or otherwise, I indemnify Zwartkloof Adventures (Pty) Ltd, its board, owners, directors, management, employees and agents against any claims, actions, judgement, or costs and / or expenses claimed from them in the case of any injuries, loss, damage, expenses or medical costs incurred by the minor.
4. I declare that the minor is medically fit to attend the above-mentioned camp, and that he/she does not pose any threat or risk to either him/herself or the other guests. I confirm that I am obliged to declare any existing medical pre-conditions that the minor suffers. Should any medical condition exist, I undertake to fill it in on the camper's medical form, and to send all necessary medication and/or treatments with the camper on the above-mentioned camp.
5. I acknowledge that any medical costs incurred for medical treatment in an emergency situation will be for my own account and authorize Zwartkloof Adventures (Pty) Ltd and its authorized designees to give permission to a hospital and/or medical physician to perform necessary emergency treatment.
6. I am aware that the camp is at the minor's own risk, and I undertake to inform and instruct him/her that he/she should immediately notify a responsible person should any circumstances/conditions during the course of the camp change in such a way that it poses a danger to the minor's health and/or safety.
7. Please take note that by law, no staff working at Zwartkloof Adventures (Pty) Ltd is allowed to supply any visitor with any form of medication or open wound treatment. It is very important that the minor should be supplied with their own medication during their visit to Zwartkloof. Zwartkloof Adventures (Pty) Ltd will only supply a basic level 2 treatment to wounds incurred during the camp.
8. All provisions of this disclaimer are severable from each other. Any provisions of this disclaimer which become unenforceable, whether due to voidness, invalidity, illegality, unlawfulness or any other reason whatsoever, shall, only to extend that it is so unenforceable, be treated as pro non scrip to and the remaining provisions of this disclaimer shall remain of full force and effect.

9. The Signatory warrants as a statement of fact that I have full legal capacity to enter into this agreement and confirm that I have read and understand the terms of this indemnity and agree to be bound by the terms hereby.

Marketing and Use of Photographs Clause

- 10. The signatory acknowledges and agrees that any photographs taken during the course of the event/ school camp may be used by Zwartkloof Adventures (Pty) Ltd for marketing, promotional, and advertising purposes in accordance with the Protection of Personal Information Act, 2013 ("POPI Act"). This includes but is not limited to use on Zwartkloof Adventures (Pty) Ltd 's website, social media platforms, printed marketing materials, and other promotional mediums.
- 11. Zwartkloof Adventures (Pty) Ltd undertakes to process and store any personal information, including images of identifiable individuals, in a lawful and secure manner in line with the requirements of the POPI Act.
- 12. The Signatory has the right to withdraw consent for the use of their photographs at any time by providing written notice to Zwartkloof Adventures (Pty) Ltd. Upon receipt of such notice Zwartkloof Adventures (Pty) Ltd will cease using the photographs in any new marketing materials. However, the Signatory acknowledges that any materials already produced or distributed prior to the withdrawal of consent may continue to be used.
- 13. Zwartkloof Adventures (Pty) Ltd will retain the photographs for as long as is necessary to fulfill the purposes described in this clause or as required by applicable law. Once the photographs are no longer needed, they will be securely deleted or anonymized.

I hereby certify that I have read and understand all the details of this indemnity form.

Signed at _____ on this _____ day of _____ 20_____

Parent / Legal Guardian Name

Minor Name

Parent / Legal Guardian Signature

Telephone number of parent/guardian in case of emergency

Medical Detail and Allergies:

Any person entering these premises enters at own risk and shall at all times be bound by and adhere to all rules and regulations of the reserve. Zwartkloof Adventures (Pty) Ltd, Zwartkloof Developments (Pty) Ltd, its management, employees, contractors and agents are hereby indemnified against any and all liability in respect of any injury and/or damage/loss whatsoever suffered and death by any person entering the premises.