

INDEMNITY, DISCLAIMER & WAIVER AGREEMENT
(INCLUDING ADDENDUM ANNEXURES 'A' & 'B')



Definitions – See Annexure A

Covid Terms – See Annexure B

Please note: the Covid addendum will apply to the entirety of this document:

PLEASE NOTE THE FOLLOWING BEFORE SIGNING:

By signing this agreement (when you click on the 'I agree' checkbox on the form) you are acknowledging that you have read & understood this indemnity, disclaimer & waiver agreement and all addendums thereto and agree to be bound by it.

This document must be read together with the Terms and Conditions (Ts&Cs) of the Operator which includes our Covid 'Peace of Mind' guarantee. Our terms and conditions are available on our website www.womenonsafari.co.za or may be requested from hello@womenonSafari.co.za.

If you have any questions, misapprehensions, doubts or would like to discuss any factor pertaining to any element of this document, please contact us on email at hello@womenonSafari.co.za or on What's App ([+27 82 579-7595](tel:+27825797595)) before you proceed to sign the document.

This booking and associated contract, agreements and relationship between the parties is governed by South African law and the jurisdiction of South African courts.

Safaris/Tours operated by Women on Safari are not suitable for guests under the age of 18.

'Women on Safari' is the trading name used by Alexandras Africa (PTY) Ltd, a South Africa registered Company No: 2019/458322/07. Registered office: Outeniquastrand, Western Cape, 6525, South Africa. Directors: Alexandra Gillies & Sonja Otto. Postal Address: P.O.Box 1232, Great Brak River, 6525.

1. The Locations

- 1.1 All guests participate in the Safaris/Tours and/or Activities and/or avail themselves of the Transport ENTIRELY AT THEIR OWN RISK.
- 1.2 Africa has lots of wildlife, the animals are WILD, and often roam freely i.e. they are not constrained or fenced off from humans and special care should be taken EVEN if they appear domesticated.
- 1.3 There may be unfenced watercourses, pools, ponds and waterfalls, and geological features with gorges and canyons and special care should be taken in all cases.
- 1.4 The African conditions are very arid and it can get extremely hot – it is highly recommended that you ensure you are adequately hydrated, dressed, use sunscreen extensively and wear a hat.
- 1.5 Snakes, scorpions, spiders and mosquitoes may be encountered whether in your accommodation or outdoors so it is strongly advised that you wear closed shoes and long pants especially at night AND do not leave your shoes on the floor overnight!

1.6 You agree to OBEY AT ALL TIMES ANY ORDERS, REQUESTS OR DEMANDS of the Location management and/or the Operator and/or Suppliers.

1.7 You agree to abide by ANY SIGNAGE displayed at the Locations and/or on/in the vehicles.

2. The Activities

2.1 There are no onerous Activities on our tours however a reasonable level of fitness is required for your own enjoyment. You should for example be able to carry your own baggage where necessary to do so. If you have any doubts about your physical and/or mental condition please consult your medical practitioner before signing this document.

2.2 There will be a Briefing at the start of the tour and as necessary throughout to ensure you are aware of the prevailing risks at each Location.

3. Cancellation/Curtailment

3.1 You acknowledge that any Safari/Tour or associated Activity may be cancelled, curtailed or terminated in the sole and unfettered discretion of the Operator if we believe in our sole and unfettered discretion that the prevailing circumstances justify such a decision, in which case, you will be compensated subject to the prevailing terms and conditions, but you will have no claim for any other expenses or disbursements of whatever nature. *See our terms and conditions for more information.*

3.2 You acknowledge that neither the Operator, nor their Suppliers can be held liable or responsible for the cancellation or curtailment of any Safari/Tour and/or Activity, loss, damage or injury or death that is attributable to force majeure, which, without derogating from the generality of the aforesaid, includes events such as war, threat of war, riots or civil commotion or strife, terrorist activity, industrial dispute, natural or nuclear disasters, fire, adverse weather conditions, traffic conditions or mechanical failure of whatever nature or any other circumstances that amount to force majeure or vis major. *See our terms and conditions for more information.*

4. Insurance

4.1 Adequate travel insurance is a condition of your contract with us. If you choose to travel without adequate insurance cover, we will not be liable for any losses howsoever arising, in respect of which insurance cover would otherwise have been available. *See our terms and conditions for more information.*

4.2 Any/All personal valuables (without limitation such as mobile phones, electronic devices, watches, jewellery, binoculars and cameras, legal tender) are carried entirely at your own risk. We strongly recommend you keep these to a minimum.

I warrant that:

- I have read this document and reviewed the Safari/Tour and Activity details on the womenonsafari.co.za website, and am aware of and accept that I will be exposed to a variety of risks and dangers associated with the nature of a Safari/Tour and associated Activities and traveling to and between the Locations from my residence/place of business and that I have had adequate opportunity to address any questions, misapprehension or doubts from the Operator including (where relevant) obtaining independent advice and arranging appropriate insurance cover.
- I am fit to travel in accordance with clause 2.1 above and have no disability, impairment or illness and that I am not under any treatment or medication and/or suffer from any allergy that could impact on my participation, other than that disclosed on my application, enrolment or booking form. I understand that the Operator may nevertheless exclude and/or limit my participation in any of the Activities in its sole and unfettered discretion and whether in the interest of my own health and safety and/or that of other participants.

I hold harmless and indemnify the Operator, the Locations, the Suppliers, and/or its members and/or directors and/or partners and/or shareholders and/or employees and/or agents and/or sub-contractors and/or suppliers and/or the owners (collectively 'the Indemnified Parties') against any consequences of visiting or incidents at the Locations or participating in the Activities and/or participating in the Transport and/or travelling en route to/from the Locations and I waive any claims I may have against the Indemnified Parties of whatsoever nature and howsoever arising.

The indemnity, disclaimer and waiver includes (without limiting the generality of the a foregoing) any loss of or damage to personal effects (including any financial loss and/or destruction and/or loss or damage of property), illness, injury, death or harm including any medical expenses whatsoever and howsoever caused or incurred (including any claim from my spouse, children or dependants for maintenance or otherwise), arising directly or indirectly from the inherent risks stated above (whether on foot, in a vehicle, aircraft or other mode of transport) and/or my participation in any one or more of the Activities and/or incidents en route to/from the Locations or arising from any act and/or omission by the Indemnified Parties including any negligent acts and/or omissions AND including any claim arising from my commuting from my place of residence or returning to it, AND legal costs (on an attorney and own client scale) that any of the Indemnified Parties may incur.

The Indemnified Parties will under no circumstances be liable for any indirect, economic, consequential or special loss or damage, irrespective of the cause.

ANNEXURE A: DEFINITIONS

'Activity(ies)' mean(s) for example: hiking, walking, safari, entertainment, wine tasting, caving, elephant feeding. Full details may be found on our website here: [Our Safaris](#).

'Briefing' means a detailed explanation by or on behalf of the Indemnified Party(ies) of the Safari/Tour and associated Activities and risks involved.

'Covid' means the novel Coronavirus/Covid-19 and any known or unknown strain thereof.

'Guests/Participants/You/Your/I' means the person booking and participating in the Safari(s)/Tour(s) and/or Activity(ies) and/or Transport.

'Location(s)' means the accommodation that Women on Safari use on their Safaris/Tours, the venues, premises, parks and game reserves visited and used for accommodation and Activities.

'Operator/Owner(s)/We/Our' means Women on Safari, Sonja Otto, Alexandra Gillies, and staff of Women on Safari or any other staff contracted by Women on Safari.

'Participants' see 'Guests/Participants...' above.

'Suppliers' means 3rd party providers engaged by Women on Safari to provide Activities and Services such as accommodation, food, transport (which includes boat, any vehicle, bicycle).

ANNEXURE B: ASPECTS OF COVID

- You warrant that you have read the above and acknowledge and accept that the indemnity, disclaimer and waiver applies mutatis mutandis to this annexure.
- You agree that it is furthermore generally accepted that Covid can be transmitted from person to person inter alia by contact and respiratory means and that it is essential to follow guidelines and precautionary measures issued by the WHO and various governments.
- You confirm that you are aware that it is the statutory duty of the Indemnified Parties and participants to adhere to such prescribed guidelines and precautionary measures and that despite all the steps taken by the Indemnified Parties, Covid health risks remain.
- You agree to abide by ANY SIGNAGE displayed at Locations or by Suppliers pertaining to Covid such as sanitizing, having their temperatures taken, distancing and completing attendance registers.
- You are aware that the consequences of any Participant testing positive for Covid and/or revealing symptoms of Covid, includes one or more of the following, which as such is deemed to be outcomes covered by the indemnity, disclaimer and waiver detailed above:
 - The Safari/Tour being cancelled in its entirety and all Guests being quarantined
 - All Guests being requested to return to their respective points of original departure before and after being quarantined

You Warrant that you and/or any members of their household (or group in the case of a group booking) have not in the immediate past 20 (Twenty) days before the Safari/Tour OR will inform us if any of the below is a yes:

- Experienced symptoms of fever, fatigue, difficulty in breathing, or dry cough or exhibiting any other symptoms relating to COVID or any communicable disease
- Been diagnosed with COVID
- Been exposed to anyone diagnosed with COVID
- Travelled internationally unless they were issued with the required Covid clearance before departure and upon arrival which I/we will make available if required
- Travelled in or to any city or area considered to be highly affected by/a "hot spot" for COVID infections.

Women on Safari (PTY) LTD.
P.O.Box 1232, Great Brak River, 6525, South Africa
Tel: 082579-7595
Email: hello@womenonsafari.co.za
Web: <https://www.womenonsafari.co.za/>
Women on Safari (Pty) Ltd. is registered in South Africa: 2019/458322/07.

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