



**SOUTH AFRICAN NATIONAL PARKS DISCLAIMER NOTICE AND IDEMNNITY FORM FOR ACTIVITIES**

**IMPORTANT: A MUST READ**

**PARTICIPANT/S DETAILS**

1. I/we, the undersigned person/s with and of the below particulars:

	Postal / Residential address
For Park / Camp: _____	
For Activity: _____	
<b>1. Full Names:</b> _____ <b>Id No/Passport No:</b> _____ <b>Gender:</b> _____ <b>Age</b> _____ <b>Nationality</b> _____ <b>With special interest in:</b> _____ _____ <b>Additional information:</b> _____ _____	
<b>2. Full Names:</b> _____ <b>Id No/Passport No:</b> _____ <b>Gender:</b> _____ <b>Age</b> _____ <b>Nationality</b> _____ <b>With special interest in:</b> _____ _____ <b>Additional information:</b> _____ _____	
<b>3. Full Names:</b> _____ <b>Id No/Passport No:</b> _____ <b>Gender:</b> _____ <b>Age</b> _____ <b>Nationality</b> _____ <b>With special interest in:</b> _____ _____ <b>Additional information:</b> _____ _____	
<b>4. Full Names:</b> _____ <b>Id No/Passport No:</b> _____ <b>Gender:</b> _____ <b>Age</b> _____ <b>Nationality</b> _____ <b>With special interest in:</b> _____ _____	

<p>Additional information: _____</p> <p>_____</p>	
<p>5. Full Names: _____</p> <p>Id No/Passport No: _____</p> <p>Gender: _____ Age _____ Nationality _____</p> <p>With special interest in: _____</p> <p>_____</p> <p>Additional information: _____</p> <p>_____</p>	
<p>6. Full Names: _____</p> <p>Id No/Passport No: _____</p> <p>Gender: _____ Age _____ Nationality _____</p> <p>With special interest in: _____</p> <p>_____</p> <p>Additional information: _____</p> <p>_____</p>	
<p>7. Full Names: _____</p> <p>Id No/Passport No: _____</p> <p>Gender: _____ Age _____ Nationality _____</p> <p>With special interest in: _____</p> <p>_____</p> <p>Additional information: _____</p> <p>_____</p>	
<p>8. Full Names: _____</p> <p>Id No/Passport No: _____</p> <p>Gender: _____ Age _____ Nationality _____</p> <p>With special interest in: _____</p> <p>_____</p> <p>Additional information: _____</p> <p>_____</p>	
<p>9. Full Names: _____</p> <p>Id No/Passport No: _____</p> <p>Gender: _____ Age _____ Nationality _____</p> <p>With special interest in: _____</p> <p>_____</p> <p>Additional information: _____</p> <p>_____</p>	
<p>10. Full Names: _____</p> <p>Id No/Passport No: _____</p> <p>Gender: _____ Age _____ Nationality _____</p> <p>With special interest in: _____</p> <p>_____</p>	

Additional information: _____ _____	
11. Full Names: _____ Id No/Passport No: _____ Gender: _____ Age _____ Nationality _____ With special interest in: _____ _____	
Additional information: _____ _____	
12. Full Names: _____ Id No/Passport No: _____ Gender: _____ Age _____ Nationality _____ With special interest in: _____ _____	
Additional information: _____ _____	
Company Name/s: _____	

do hereby warrant and acknowledge:

- 1.1. that I am/we are entering an area under the jurisdiction of South African National Parks (SANParks).
- 1.2. that I am/we are physically well and fit and I am/we are able to participate and there is nothing which may render me/us unfit to undertake or participate in the activity mentioned.
- 1.3. that I/we understand and acknowledge fully the fact that I/we could be exposed and/or subjected to risks, hazards and dangers associated with and/or involving natural elements (including but not limited to exposure to the sun, field fires, rain, cold condition, hailstorm etc.), dangerous animals, reptiles and/or insects, parasites, diseases, plants etc.
- 1.4. that waters, rivers and dams found in the SANParks or alongside the activity undertaken may contain bilharzia (or other waterborne diseases/viruses) and that sickness may result from entry into or drinking of such waters.
- 1.5. that the risk of criminal activity/ies owing to possible poaching or otherwise may occur and that such could put me/us in danger and compromise my/our safety.

- 1.6. that I/we understand that the abovementioned risks, hazards and/or dangers may cause serious injury/ies (or loss) and could possibly even result in my/our death and that I/we accept and voluntarily assume such risk/s, hazard/s and/or dangers (whichever occurs).
  
- 1.7. that I/we understand that I/we will be using man-made apparatus and infrastructure and that SANParks has taken all possible and reasonable steps to maintain such apparatus and infrastructure to make it safe for use it may still not be safe.
  
2. I/we confirm that the information provided on the medical questionnaire and other personal information is true and correct and give consent that such information may be used by the team leader for the purpose of the activity/ies to be undertaken.
  
3. I/we, give consent that the personal information provided in this form and in the medical questionnaire to be processed in accordance to the provisions of the Protection of Personal Information Act No. 4 of 2013 (POPI Act) as may be amended from time to time and such information is to be used for the purposes of the activities to be undertaken.
  
4. I/we accept and voluntarily assume the risks inherent in taking part in such activity/ies and undertake to take all due care to stay safe.
  
5. I/we, together with my heirs, executors and/or administrators, indemnify and release SANParks, its Board members, Directors, employees and agents from any duty or care toward me/us in relation to my participation in the activity/ies and from liability for all or any claims for any loss of or damage to property or possession/s, that may accrue to me/us , or me/us as a guest or resident (or accompanying minor) or my heir/s, executor/s or administrator/s resulting from my participation in the activity/ies or otherwise irrespective of whether such claim/s arose from negligence or omission attributable to SANParks, its Board member/s, Director/s, employee/s or agent/s, or from any risks, hazards or dangers associated with and inherent in the activity undertaken (or otherwise).
  
6. I/we, together with my heirs, executors and/or administrators, indemnify and release SANParks, its Board members, Directors, employees and agents from any duty or care toward me/us in relation to my participation in the activity/ies and from liability for all or any claims arising from bodily injury/ies or death of whatsoever nature sustained by me/us , or me/us as a guest or resident (or accompanying minor), irrespective of whether such claim arose from negligence or omission attributable to SANParks or its employees or its agents or by the defective functioning of any infrastructure or apparatus, or from any risks, hazards or dangers associated with and inherent in the activity undertaken (or otherwise).
  
7. I/we, as a participant or guest or resident, understand the risks, hazard/s and dangers inherent in the activity and do hereby with that understanding specifically indemnify SANParks against any claim, action, judgment, costs and/or expenses which I/we could have claimed against SANParks if I/we had not signed this indemnity.
  
8. I/we further confirm that all the people booked under my/our name or travelling with me/us are also aware of

these terms and have allowed me/us to agree to them on their behalf.

- 9. I/we consent and give permission to be included in the media footage or photography while participating in SANParks' activities which may be distributed for marketing purposes at SANParks' discretion.

**CONSUMER PROTECTION ACT 68 OF 2008 (the Act) (Section 48 & 49)**

- 10. I/we confirm that SANParks as supplier did not require me/us to give up any rights or to take up any other obligations or to free it of any liability on terms that are unfair, unreasonable, or unjust.
- 11. I/we confirm that I/we have read and understood the above disclaimer and indemnity and it is not one-sided against me/us, and I/we deem it not unfavorable against me/us, and I/we have not been supplied with any incorrect or misleading information which can be calculated to be to my detriment.
- 12. I/we confirm that I am/we are aware that the indemnity contained in this document limits the risk and liability of SANParks and passes such risk and liability to me/us, and that such indemnity imposes an obligation on me/us to indemnify SANParks, its Board members, Directors, employees or agents.
- 13. I/we confirm that the extent of the application of the disclaimers and indemnity together with its liability limitation and exclusions contained in this document have been drawn to my attention in plain and simple language, and I/we have had the adequate opportunity receive and comprehend the contents and terms of such disclaimers and indemnity.
- 14. I/we confirm that we will abide with and conform to the COVID-19 (or variant thereof) rules and regulations of SANParks.

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1. SIGNED BY PARTICIPANT/GUEST  
Signed at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_\_

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2. SIGNED BY PARTICIPANT/GUEST  
Signed at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_\_

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3. SIGNED BY PARTICIPANT/GUEST  
Signed at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_\_

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4. SIGNED BY PARTICIPANT/GUEST

Signed at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_\_

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5. SIGNED BY PARTICIPANT/GUEST

Signed at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_\_

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6. SIGNED BY PARTICIPANT/GUEST

Signed at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_\_

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7. SIGNED BY PARTICIPANT/GUEST

Signed at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_\_

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8. SIGNED BY PARTICIPANT/GUEST

Signed at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_\_

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9. SIGNED BY PARTICIPANT/GUEST

Signed at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_\_

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10. SIGNED BY PARTICIPANT/GUEST

Signed at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_\_

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11. SIGNED BY PARTICIPANT/GUEST

Signed at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_\_

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12. SIGNED BY PARTICIPANT/GUEST

Signed at \_\_\_\_\_ on \_\_\_\_\_ 20\_\_\_\_\_

TO BE COMPLETED IN THE CASE OF A MINOR(S)

I/we do hereby certify that I am/we are the parent/legal guardian of the following minor participant(s).

<b>NAME</b>	<b>ADDRESS</b>	<b>MINORS (NAMES)</b>	<b>SIGNATURE</b>
1.			
2.			
3.			
4.			
5.			
6.			
7.			

I/we do hereby verify and confirm that I/we have read and understood the disclaimer and indemnity clauses provided for above from 1 to 12 and I/we acknowledged them as binding to the aforesaid minor, myself, my executor/s and/or administrator and I/we have no objection to the minor(s) participating in the specified activity/ies organized or hosted by SANParks.

Signature \_\_\_\_\_ On the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Witness Signature: \_\_\_\_\_

Witness Signature: \_\_\_\_\_