



ROGGE CLOOF

Rogge Cloof Pty Ltd - Lubeca Pty Ltd – Spaceport Karoo Pty Ltd

The Selous Trust - Nelis Symington Trust – Leoparding Consultants Pty Ltd - Dr Gertholtz Inc

BOOKING, WAIVER OF LIABILITY AND INDEMNITY FORM

This form records that you enter the premises of Rogge Cloof and partake in any activities on offer at your own risk.

Kindly ensure that every member of your party completes and signs a copy of this form and returns the same to Rogge Cloof by e-mail to info@roggecloof.com.

Name and Surname: _____

Residential Address: _____

Telephone Number: _____

E-mail address: _____

Arrival Date: _____

Departure Date: _____

I acknowledge that:

1. By entering Rogge Cloof or by participating in any activities on offer at Rogge Cloof (whether or not those activities take place on Rogge Cloof or elsewhere) I absolve the entities referred to above, their directors, employees and agents from all liability for damages or loss of whatsoever nature (including consequential or special damages of any nature) flowing directly or indirectly from any injury (including fatal injury) or loss suffered by me or by any accompanying minors or any damage caused to you or to any accompanying minors or to any property owned or possessed by me or by any accompanying minors or any illness (including terminal illness) contracted by me or by any accompanying minors, whatever the causes are, save for those damages or loss which may result from intentional or grossly negligent acts or omissions by the aforementioned directors, employees or agent.
2. I am aware that there are inherent dangers, hazards and risks associated with my stay on Rogge Cloof and with the activities on offer (whether those activities take place on Rogge Cloof or in the vicinity of Rogge Cloof or elsewhere), including but not limited to:-
 - 2.1 The propensity of animals, whether wild or domesticated, to behave in ways that may result in injury, harm or death;
 - 2.2 The inherent danger that wild animals, reptiles and insects may pose;
 - 2.3 The risks associated with adverse weather conditions;
 - 2.4 The risks associated with a fire breaking out on Rogge Cloof, including the risk of a veld fire;
 - 2.5 The risk associated with the conveyance in or on any vehicle, including an open safari vehicle, on any road or off-road;
 - 2.6 The risk of any of the other guests of Rogge Cloof or of any of the employees, directors or agents of any of the entities referred to above behaving in a negligent manner or failing to act when under a legal obligation to do so.
3. I freely accept and fully assume all responsibility for all risk associated with my stay on Rogge Cloof (including the risk of participating in activities on or in the vicinity of Rogge Cloof or elsewhere), including the risk of injury, death, damage to property or loss of any nature.
4. I accept that while Rogge Cloof has taken steps to reduce the risks referred to above and to increase the safety of its guests it is not possible for Rogge Cloof to exclude completely the risks referred to above. I accept these risks and agree to the terms of this waiver and indemnity even if Rogge Cloof is found to be negligent or in breach of any duty of care or any obligation owed to me.
5. I accept that the waiver and indemnity contained herein applies both to me and also to any accompanying minors which may visit Rogge Cloof with me.
6. I agree to be liable for and to indemnify the entities referred to above against all claims (including costs on an attorney and own client scale) of whatsoever nature and kind arising out of or in any way connected with my visit to Rogge Cloof (including the participation in activities on offer at Rogge Cloof which may take me to areas in the vicinity of Rogge Cloof or elsewhere), including all claims instituted against the entities referred to above by or on behalf of any accompanying minors, by my spouse or life partner or by any of my heirs.
7. I agree that this waiver is governed exclusively and in all respects by laws of the Republic of South Africa. I hereby irrevocably submit to the exclusive jurisdiction of the courts of the Republic of South Africa and I agree that no foreign court can exercise jurisdiction over any claim, matter or dispute arising out of my visit to Rogge Cloof or participating in the activities of Rogge Cloof.
8. I acknowledge that the Consumer Protection Act No 68 of 2008 requires that this waiver of liability and indemnity form be agreed to by me prior to me making a booking, paying for a booking or arriving at Rogge Cloof, whichever is the earlier time or date. I accordingly undertake to forward a signed version of this waiver of liability and indemnity form to Rogge Cloof when making a booking, arriving at Rogge Cloof or paying for my stay.

Place: _____

Date: _____

SIGNATURE