

INDEMNITY / DISCLAIMER MARLOTH PARK CONSERVANCY AND MRLTH. LUXURY SAFARI VILLA

Release of Liability, Waiver of Claims, Assumption of Risk, and Indemnity Agreement

By making a booking at MRLTH. Luxury Safari Villa, entering the property and/or staying at MRLTH. Luxury Safari Villa, you signify that you have read the contents of this indemnity / disclaimer form, that you understand and appreciate the nature and effect(s) hereof and that same constitutes a binding agreement, and that, by appending yourself hereto, you hereby confirm that all terms and conditions shall be interpreted and take effect according to the laws of South Africa and the courts of South Africa shall have sole jurisdiction in respect of any claims which may arise.

1. you are entering a wildlife reserve, to wit the Marloth Park Conservancy ("the reserve"), which you understand is situated in a malaria area and where an abundance of species of wildlife roam free and of their own accord;
2. you are fully aware that by entering the reserve, you will be participating in activities in and around the reserve, including, without limitation, in and around the villa area, which activities include, without limitation, the viewing of wildlife, either on foot or from open or closed vehicles, moving about over rough terrain, making use of ramps and stairs and other facilities including, without limitation, the swimming pool, which activities may be inherently dangerous and which activities require that you exercise reasonable care;
3. you fully acknowledge that by participating in activities you may be exposed to various risks of harm, and agree that you are entering the reserve and participating in any and all activities, at your own risk;
4. The reserve, Marloth Park Conservancy and MRLTH. Luxury Safari Villa and their related or inter-related companies, corporations, trusts and / or associations, their directors, shareholders, members, agents, employees, representatives, insurers and the relevant landowners, do not accept any liability for any harm of whatsoever nature, suffered by you or your guests, including, without limitation, -
 - 4.1 any loss of and / or damage to, any property;
 - 4.2 any sickness, illness and / or infection caught, contracted and / or which developed, etc.; and / or
 - 4.3 any injury to, or death of, any person; arising from whatsoever cause, including, without limitation, arising in the course of your visit or stay at the reserve, including, without limitation, in any of its lodges, or as a consequence of your participation in any activity whatsoever, including, without limitation, tours and excursions, within or outside of the boundaries of the reserve, and whether or not due to negligent, grossly negligent or wilful acts or omissions;
5. you hereby expressly, unconditionally and without reservation, indemnify (and / or undertake to indemnify) the reserve, Marloth Park Conservancy and MRLTH. Luxury Safari Villa and their related or inter-related companies, corporations, trusts and / or associations, their directors, shareholders, members, agents, employees, representatives, insurers and the relevant landowners, and hold them harmless (or undertake to hold them harmless) and absolve them, in full, in respect of any harm, of whatsoever nature and arising from whatsoever cause, suffered by you or any member of your party, including, without limitation, the harm and under the circumstances, referred to or contemplated in clause 4 above;
6. You further hereby waive and abandon any claim/s, which you, your dependents or executors, trustees or curators may have, at any time, against the reserve, Marloth Park Conservancy and MRLTH. Luxury Safari Villa and their related or inter-related companies, corporations, trusts and / or associations, their directors, shareholders, members, agents, employees, representatives, insurers and the relevant landowners;
7. insofar you made a booking, stayed at MRLTH. Luxury Safari Villa and/or read and accept this document in our representative capacity on behalf of any person, including, without limitation, minors, the elderly or persons with any disability, you hereby confirm that you are duly authorized to do so and that there is no lawful impediment which exists and which precludes you from doing so.