



Tuesday 21 to Sunday 26 July 2020

## **PARTICIPANT AND TOUR LEADER WAIVER AND INDEMNITY FORM**

Accept the Indemnity form online with registration or complete and email to:  
Nedbank Tour de Tuli team [info@childreninthewilderness.com](mailto:info@childreninthewilderness.com)

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In respect of liability for personal injury, death, loss of or damage to property and/or other damages related to the mountain bike Tour, which takes place over a distance of approximately 350km and which proceeds through dangerous wildlife areas.

I, the undersigned \_\_\_\_\_ agree that in this document ‘the Organisers’ shall mean and include the following parties: Children in the Wilderness Mkambati, Nedbank Limited, Wilderness Holdings Limited and subsidiaries, South African National Parks, The Northern Tuli Game Reserve, Zimbabwe Parks and Wildlife Management Agency, Wildlife and Environmental Society of Zimbabwe, Sentinel Limpopo Safaris, Shashe Wilderness Camp, Venetia Reserve and Nottingham Estate as well as all affiliates, employees, directors, agents, shareholders, officials, concessionaires, contractors and representatives of any form of the foregoing entities.

The “event” shall mean and include the mountain bike Tour, which is to take place from Tuesday 21 July 2020 to Sunday 26 July 2020 in the Northern Tuli Game Reserve, the Tuli Safari Area, the Maramani Community Area, The Wards of Shashe, Maramani and Limpopo, Sentinel Ranch, Nottingham Estate and the Mapungubwe National Park (“event areas”), all related activities including but not limited to riding, being conveyed both to and from the Tour, accommodation, meals, opening and closing ceremonies and any other function or activity related, whether directly or indirectly to the mountain bike Tour.

1. I acknowledge that I am acquainted, aware of and appreciate the real dangers and risks that are associated with participating in the event areas arising inter alia from the presence of wild, unpredictable and dangerous animals, reptiles and insects and the real risk of suffering bodily harm, injury, death, damages as well as loss of or damage to property, which may arise as a result of an encounter with and/or the presence of wild animals and/or reptiles and/or insects and/or other means. I acknowledge and appreciate further that the Tour will take place in a malaria area and that I will be travelling over uneven and potentially hazardous terrain and that I will be staying in unfenced camps in the event area. I acknowledge and appreciate further that whilst there will be a medical presence at the event, due to factors which include (but must not be limited to) communication, distance, terrain and remoteness, should I be injured, there may be delays in me receiving medical treatment and being evacuated;
2. I accept, acknowledge and appreciate that I participate in the event entirely at my own risk;

3. Should I be confirmed as a Tour Leader for the event, I acknowledge and accept the duty of care that is vested in me as guide and Tour Leader and acknowledge that I will be expected to act in accordance with industry best practice when it comes to wildlife interaction, mountain biking expertise and emergencies regarding my group as and when it may be needed from me from time to time.
4. I waive any and all claims of whatsoever cause or nature howsoever arising against the Organisers, which I might have arising out of any harm, injury, death or loss, damage, costs or expenses (medical or otherwise), sustained, suffered or incurred whilst participating in or related to the event and whether arising from an act of commission or omission and/or negligence on the part of the Organisers;
5. I undertake to indemnify and hold harmless and free, the Organisers from any and all claims, demands, actions or proceedings of whatsoever cause or nature which may be made or instituted by any third party who may suffer any damages, including but not limited to loss of support, consequential loss or any other loss related directly or indirectly to the event, arising from any cause whatsoever (including but not limited to any act of commission or omission and/or from the negligence on the part of the Organisers);
6. I acknowledge that in the event of injury the Organisers may at their discretion and without prejudice or without admission of liability arrange and pay for emergency medical treatment for and on behalf of myself. I acknowledge that I will be held personally liable for the full cost of any medical evacuation and associated costs, and to reimburse the Organisers for such medical expenses;
7. I am aware that this document has legal consequences and that if I do not understand its contents or implications, I should discuss same with my legal representatives before signing it. I understand this document and appreciate its implications;
8. I warrant that I have valid and fully comprehensive travel insurance valid for the duration of the event. My travel insurance will extend throughout Botswana, South Africa and Zimbabwe, and cover mountain biking as an activity. I understand that I will be held personally liable for any evacuation or medical related expenses incurred during the event.
9. Should any of the terms and conditions of this indemnity be held to be invalid, unlawful or unenforceable, such terms and conditions shall be severable from the remaining terms and conditions which shall continue to be valid and enforceable. If any term or condition held to be invalid is capable of amendment to render it valid, I agree to negotiate an amendment with the Organisers to remove the invalidity.

I have read and understand the conditions appearing above my signature and acknowledge that I am bound thereby.

Dated at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_

Participant Signature \_\_\_\_\_

Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

In the event of the participant being under the age of 21 years, this document must be signed by his/her natural legal guardian.

Dated at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_

Legal Guardian Signature \_\_\_\_\_

Witness 1 \_\_\_\_\_ Witness 2 \_\_\_\_\_

