



CONTACT US TODAY

083 226 8735

bookings@horsetrails-sa.co.za ✉

info@horsetrails-sa.co.za

www.winevalleyadventures.com 🌐

**WINE VALLEY HORSE TRAILS CC (CK99/060479/23) trading as
WINE VALLEY ADVENTURES**

BOOKING FORM: HORSE TRAIL \ QUAD TRAIL \ CARRIAGE TRAIL

Take the time to read the information and complete the form carefully

DATE OF BOOKING: _____

TIME OF BOOKING: _____

VENUE: _____

Name & Surname: _____

Date of Birth: _____

Passport number \ Nationality: _____

Email address _____

Contact number _____

Emergency contact name and number _____

WHICH TRAIL/RIDE ARE YOU BOOKING?

- Horse Trail
 Quad
 Carriage

WEIGHT CATEGORY?

- <65 Kg
 65-75 Kg
 75-90 Kg
 above 90kg

LEVEL OF EXPERIENCE FOR HORSES

- Beginner
 Novice
 Experience

**PLEASE ELABORATE ON LEVEL OF EXPERIENCE OF
HORSE RIDING**

DO YOU HAVE ANY MEDICAL CONDITION OR DISABILITY THAT MAY AFFECT YOUR ABILITY TO RIDE?

I confirm that I am in adequate physical condition to participate in the chosen activity

I, THE UNDERSIGNED CONFIRM THAT: confirm I/we have carefully **read** the above and hereby confirm that all the personal details and chosen activities as specified herein are **correct**. I/we have read, fully under and accept to be bound by the Company's **terms and conditions and privacy policy** and (where applicable) **the conditions and privacy policy of any third party product or service providers**. I am of **age 18** and authorised to effect bookings and accept the conditions applying thereto on behalf of all those detailed above

TERMS & CONDITIONS

Please read the following Terms & Conditions carefully. Note that the following is at the discretion of WINE VALLEY HORSE TRAILS CC (CK99/060479/23) trading as WINE VALLEY ADVENTURES and rates/itineraries are subject to change.

PAYMENT:

No booking will be confirmed without a completed and signed booking form (page 1) A 100% payment on the total trail cost is required to confirm all bookings within 24 hours of a written confirmation otherwise the booking will be taken to be provisional and will be liable for cancellation by Wine Valley Horse Trails. In the event of cancellation, this payment may be deferred to a future booking at the discretion of Wine Valley Horse Trails. Otherwise, our cancellation policy is as follows:

CANCELLATION:

On confirmation of a booking an invoice will be issued and your booking will then be subject to the below cancellation policy. All cancellations must be in writing. Clients are not entitled to a refund should weather conditions suddenly change while on trail causing a trip to be curtailed.

| | |
|--|--|
| 14 to 7 Days prior to date of booking: | 50% of total booking cost is forfeited |
| 7 – 1 Days prior to date of booking: | 20% of total booking cost can be refunded. |

Please be aware that there is a 100% cancellation fee payable on any bookings cancelled 24 hours before the trip is scheduled to go out. No Shows and Late Arrivals will be subject to the cancellation fee as well.

If the trip is cancelled by the operator, there will be no cancellation fee payable and any monies already paid will be refunded in full within 48 hours.

Please quote your name and invoice number on the payment and instruct your bank that the beneficiary (Wine Valley Horse Trails) should receive the full invoice amount, with no charges deducted.

| | | | |
|----------------|---------------------------------|----------------|-------------------|
| Account Name: | Wine Valley Horse Trails | | |
| Account Number | 62012196467 | | |
| Bank Name: | FNB | Branch Name: | Wellington |
| SWIFT ADDRESS: | FIRNZAJJ | Branch Number: | 200710 |

WEATHER:

Our trips are weather dependent and times can vary accordingly. We have the right to alter a booking time should weather not be suitable for the time of activity.

LIABILITY:

Guests must sign an indemnity form prior to the activity thereby acknowledging that the activity is undertaken at own risk. Any unaccompanied minor (under 18 years of age) requires the indemnity to be signed by a parent/legal guardian prior to the activity. If you represent or make a booking on **behalf of a group, another person or legal entity**, you must provide us with a written mandate authorising you to make the booking and sign the above booking form on behalf of the members constituting the group or each member constituting the group must be given a copy of the terms and conditions and must sign the above booking form. If you represent or make a booking on behalf of another person or legal entity. S

A STARRING ROLE - PHOTOGRAPHIC MATERIAL:

We take photographs, films and videos (including in electronic format) of our guests during the excursion, and may use such photographic, film and video material for the purpose of any advertising or brochure productions, which the client irrevocably gives his consent thereto, and without any consideration being payable to the client. **Clients and/or booking agents not allowed to use our photos for their own personal advertising without prior consent.**

GENERAL:

Upon the confirmation of any booking, it shall be regarded that the client has read and accepted all the terms and conditions contained herein. Failure to comply with the above will result in bookings being cancelled and/or payment being forfeited. All terms and conditions are subject to South African Law & Jurisdiction.

INDEMNITY, DISCLAIMER & WAIVER

WINE VALLEY HORSE TRAILS CC T/A WINE VALLEY ADVENTURES (*the Operator*)

IF IT IS COMPLETED BEFORE HAND, USE FOLLOWING PARAGRAPH*

(VIA TRAVEL AGENT OR DIRECTLY WITH CUSTOMER)

IF COMPLETED A VENUE, OMIT THIS & FOLLOWING PARAGRAPH*

* Please complete the following form and fax back/scan in and mail to the Wine Valley adventures at email info@horsetrails-sa.co.za before your documents will be released to you and the booking/reservation/participation is confirmed.

PLEASE NOTE THE FOLLOWING BEFORE SIGNING THIS DOCUMENT:

All visitors and participants by their signature of this document **acknowledge that they have read & understand this indemnity, disclaimer & waiver & agree to be bound by it**, failing which he/she can choose not to enter the venue where the activities take place (*the Venue*) and/or not to participate in **Horse riding, Carriage driving and Quad-bike riding activities and/or any other activities** presented by or under the auspices of the Venue and/or the Operator (*the Activities*) and if he/she has paid for or bought a ticket to enter the Venue and/or participate in the Activities, to be reimbursed:

- This document must be read with the **terms and conditions** of and any signage displayed at the Venue and the Operator which is available on their respective websites - Venues as per the booking and the Operator: www.winevalleyadventures.com
- All visitors enter the Venue and/or participate in the Activities **ENTIRELY AT THEIR OWN RISK**
- **CHILDREN under the age of 18 MUST be accompanied by their parents or guardian (Who may be requested to submit a written mandate from the parent(s))**
- Please bear in mind that despite the perception that horses are/have been domesticated and even though they are constrained and/or fenced off from humans a horse's behavior should never be taken for granted – even the oldest and quietest horse can behave unpredictably at times. A horse's natural instinct dictates either "*fight or flight*" as a defensive reaction if feeling threatened. Accordingly, you are NOT TO FEED OR PAT any horses or any other animals that you may encounter unless under the supervision of and with the prior consent of your guide.
- Insurance Cover is the sole responsibility of the participant
- You agree to **OBEDIENT AT ALL TIMES ANY ORDERS, REQUESTS OR DEMANDS** of the Venue management and/or the Operator and/or trail guide and in particular I undertake and agree to:

Never venture over virgin land

Stay in the trail guide's tracks at all times

Not to race, take short cuts, or drive at high speeds that put me or others in danger

Make sure that proper following distances are kept

Never litter at the Venue

Be sensitive to the environment and all equipment

- You agree to abide by **ANY SIGNAGE** displayed at the Venue
- If you have any questions, misapprehensions, doubts or would like to discuss any factor pertaining to or any element of this document or the activity in which you will participate (*the Activity*), the details of which appear on our website and which will be explained to you in detail before participating in the Activity (*the Briefing*), please phone or email us before you proceed to sign the document or discuss it at the Briefing before signing and participating in the Activity.
- The Briefing will address in particular the natural mechanical and physical risks and hazards associated with **Horse riding, Carriage driving and Quad-bike riding** and in this regard, you are specifically invited to raise any questions, misapprehensions, doubts or matters you would like to discuss BEFORE signing this document and participating.
- Likewise, if you have any misapprehensions, questions or doubts about continuing your participation once you've started, please raise this IMMEDIATELY with the trail guide.

- This document applies to you whatever the nature of your participation in the Activity, whether you partake therein physically or merely observe as a spectator, journalist or photographer and no matter your proximity to the actual Activity or any animals or vehicles.
- **You will not be allowed access to the Venue, no matter in which capacity as aforesaid, until and unless you sign this document**
- If you have any doubts about your physical and/or mental condition please consult your medical practitioner.
- We strongly advise that you obtain adequate travel and comprehensive insurance
- You acknowledge that any Activity may be cancelled, curtailed or terminated in the sole and unfettered discretion of the Operator and/or management of the Venue if such party(ies) believe that the prevailing circumstances justifies such a decision, in which you will be reimbursed the cost of your participation paid to the Venue and/or Operator or credit will be arranged but you will have no claim for any other expenses or disbursements of whatever nature.
- You confirm that you have stated any medical condition, treatment, medication or allergy that may impact on your participation on the booking form.
- Epilepsy sufferers are NOT allowed to operate quad bikes.
- Persons allergic to bee stings MUST have an Edupen on them at all times.
- You undertake not to carry on any of the vehicles use for the Activities articles that may cause damage to the vehicle or its upholstery.
- You undertake not to use any phones and/or cameras UNLESS the horse or vehicle is stationary

I

ID

[FULL NAMES OF SIGNATORY, AS PER PASSPORT or ID NUMBER AND INCLUDING PASSPORT/ ID NUMBER]. the undersigned, hereby acknowledge that I have **read & understand** the above under the heading '*Note*', as well as the details of the indemnity below and **agree to be bound** thereby:

I warrant that I have perused the literature presented by the Venue and/or the Operator and where applicable, the manufacturers, visited the website of the Venue and/or the Operator, have received a detailed Briefing, am aware of and accept that I will be exposed to a variety of risks and dangers at the Venue and travelling en route to and back from the Venue from/to my residence and to **risks and dangers** inherent in or associated directly or indirectly with the Activities offered by the Venue and/or the Operator and/or present on/at the Venue, the fact, nature and potential effect of which has been explained to me in detail in the Briefing and that I have had adequate opportunity in the circumstances to receive and comprehend the risk and the implications thereof including obtaining independent advice.

I warrant that I am free of any drugs and/or alcohol.

I realize that certain of the Activities require of me to be in a good **physical and mental condition** and I warrant that I am in such a condition and that I have checked with my medical practitioner. I warrant that I have no **disability, impairment or illness** and that I am not under any **treatment or medication or suffer from any allergy** that could impact on my participation in any Activity.

I hold **harmless and indemnify** the Venue, the Operator 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 against the owners of land upon which/where the Activities take place/are conducted and/or the manufacturers (*the Indemnified Parties*) against any consequences of visiting or incidents at the Venue or the Operator's location at the Venue or participating in the Activities and I waive any claims I may have against the Indemnified Parties of whatsoever nature and howsoever arising, including any claims that the Indemnified Parties may have for damage to or loss of any equipment that may be used for the Activities if such loss or damage is due to my negligence.

The indemnity, disclaimer and waiver includes (without limiting the generality of the foregoing) any **loss of or damage to personal effects** (including any financial loss and/or destruction and/or loss of or damage to my property or that of the Indemnified Parties or any third parties), **illness, injury, death or harm** (as defined in section 61 of the Consumer Protection Act, Act 68 of 2008 ('the CPA')) including any **medical expenses** whatsoever and howsoever caused or incurred (including any claim from my wife, children or dependents 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 or arising from any act and/or omission by the Indemnified Parties including any negligent acts and/or omissions (unless section 61 the CPA is applicable'), 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 AND including costs that may be incurred due to rescue/ambulance/evacuation workers that may have to be called out.

The Indemnified Parties will under no circumstances be liable for any **indirect, consequential or special loss or damage**, irrespective of the cause, unless section 61 of the CPA is applicable.

DONE AND SIGNED AT _____

BY _____

[FULL NAMES OF SIGNATORY]

ON DATE _____

Signature of signatory

[FULL NAMES OF SIGNATORY] _____

NAME & IDENTITY/PASSPORT NUMBER OF PARENT/GUARDIAN/GROUP LEADER

NAME & IDENTITY/PASSPORT NUMBER OF EACH CHILD

(APPENDIX IF MORE THAN 5)

IDENTITY/PASSPORT NUMBER SIGNATORY: _____

VERY IMPORTANT: PLEASE NOTE RE SIGNATURE OF THIS DOCUMENT

- IF YOU ARE **UNDER THE AGE OF 18**, YOUR PARENT(S) OR GUARDIAN(S) MUST SIGN THIS DOCUMENT AND ACCOMPANY YOU AT ALL TIMES.
- IF YOU REPRESENT OR ACT ON BEHALF OF **A GROUP OR YOUR PERSONAL GUESTS ('THE GROUP')**, YOU MUST ENSURE THAT EACH MEMBER CONSTITUTING THE GROUP PERUSES AND SIGNS THIS DOCUMENT
- IF YOU REPRESENT OR ACT ON BEHALF OF **ANOTHER PERSON(S) OR LEGAL ENTITY OR MINORS THAT ARE NOT PART OF YOUR FAMILY ('OTHER PERSON')**, YOU MUST ENSURE THAT THE OTHER PERSON PERUSES AND SIGNS THIS DOCUMENT.
- IF YOU ARE ACTING IN THE CAPACITY AS A GUARDIAN OR REPRESENTING A CORPORATE CLIENT WE RESERVE THE RIGHT TO REQUEST A COPY OF **WRITTEN, SIGNED MANDATE** FROM THE PARENT(S) OR CORPORATE
- **FAILURE TO COMPLY WITH THE ABOVE MAY RESULT IN ACCESS BEING DENIED AND/OR ACTIVITIES BEING CANCELLED.**
POPI/GDPR – Participants ("the client") are deemed to give their voluntary, specific and informed consent that the Company may (in terms of the Protection of Personal Information Act, Act 4 of 2013(POPIA) & the European Community General Data Protections Regulations (GDRP):
- **Process personal information ie collect, store and disseminate as explained in the privacy policy of the company**
- **Share personal information with third parties**
- **Approach clients with promotional events, special offers and sales by direct marketing or otherwise**
- **The parties agree that**
- **Consent may be withdrawn, deleted, qualified or amended upon written requests form the client**
- **The Client may pre-emptively block any communication**
- **The Client may request any direct marketing to be stopped**
- **Any communication must only relate to goods services similar to what the Client bought from or was provided to the company**

All booking forms and rider's details will be considered true and correct and it will be assumed that all the booking terms and indemnity agreements have been read and understood by the participants. All email documentation will be considered signed