



CONTACT US TODAY

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Indemnity, Disclaimer & Waiver

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 **WINE VALLEY HORSE TRAILS CC T/A WINE VALLEY ADVENTURES cc** ('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 **OBEY 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**

CK99/060479/23 | VAT 4360204418

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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.

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.

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 fromj 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