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*Bushwillow Creek, Farm Glencoe Ptn 48, Hoedspruit 1380 | 0729445250 | lisa@bushwillowcreek.com*

### **BUSHWILLOW CREEK RANCH – RELEASE/WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

The Bushwillow Creek Ranch Property including both Camp Nguni and The Lazy Lamb Venue is referred below as Bushwillow Creek Ranch. Bushwillow Creek Ranch is used entirely at the risk of the Guest and children of the Guests party (as listed below). Neither Bushwillow Creek Ranch, the Owner, nor the Owners Employees, are responsible for any injury, accident, death, property loss or damage, loss of physical or mental enjoyment, expense, cost or inconvenience directly or indirectly caused to the Guest or any child of the Guests party, by or arising out of the use or occupation, or the condition of the Property. The fact that children may be permitted on the Property does not imply that the Property is without risk to children.

I, the undersigned, [“The Guest” agree as follows:

1. I/We are occupying the Bushwillow Creek Ranch [“The Premises”] at my/our own and sole risk and are using the facilities on the Premises entirely at my/our own risk and I/we hereby indemnify and hold harmless the owner of the Premises and their employees, (“the Indemnified Party”) against all liability for any and all claims whatsoever and howsoever arising, including without limitation, any consequential loss claim, arising from and including without limitation, any loss, theft, or damage to my/our property (whether corporeal or otherwise) or any illness, injury or death which may arise irrespective of the cause of any such loss, theft, damage, illness, injury or death and in particular, whether arising through negligence or recklessness and whether liability would be vicarious or not.
2. I/We irrevocably waive any and all claims (including future claims] I/we may have against the Indemnified Parties and irrevocably indemnify the Indemnified Parties against any and all claims that may be made against the Indemnified Parties by myself/us, my/our dependants, my/our invitees and/or any party gaining access to the Premises through me/us.
3. I/We indemnify the Indemnified Parties against any and all claims against the Indemnified Parties arising from any act or omission, whether culpable or otherwise, of myself/us, my spouse, my/our dependants, my/our invitees and/or any party gaining access to the Premises through me/us.
4. This agreement shall be effective and binding on me, my spouse, my heirs, next of kin, executors, administrators and assigns in the event of my death.

RESPONSIBLE Parent : (The Guest) acknowledging my authority to sign this document & understanding of the above RELEASE/WAIVER OF LIABILITY & INDEMNITY AGREEMENT, & responsibility for this agreement related to all the listed guests below.

The laws of South Africa shall govern this Agreement ; the singular will include the plural. If there is more than one Guest, the covenants, agreements and acknowledgments of each person comprise the Guest.

## Indemnity Notice and Agreement

- **By entering Bushwillow Creek Property, you agree to do so entirely at your own risk and to indemnify the owners and all entities and persons responsible for, or working on the farm, from liability for any death, injury, illness, or loss of or any damage or destruction to property (including consequential damages)**
- **This is a working game farm, and we ask guests to respect the natural surroundings. We do not allow any loud music at our campsite nor parties that will cause stress to the animals in any way.**
- **Right of admission reserved**
- By paying a deposit to secure your booking you agree to our terms, conditions and indemnity.
- Minimum 3 nights booking policy on long weekends.
- Minimum 2 nights booking policy on weekends.
- All bookings must be paid in full before arrival.
- Arrival time from 13h00 unless otherwise agreed.
- Check out time is 10h00 unless otherwise agreed.
- No day visitors allowed unless pre-arranged with the owner.
- No power at individual campsites.
- No pets allowed unless pre-arranged with the owner.

### **Cancellations:**

- Cancellations made before 14 days of the arrival date will result in a cancellation fee of 20% of the quoted amount.
- There will be NO REFUNDS for cancellations made within 14 days of the date of arrival.
- Early departures are non- refundable.
- Shifted bookings are non- refundable.
- Our cancellation policy is subject to changes at any time.

### **Bushwillow Creek Ranch Rules – for your safety, and ours**

For your Safety

The number of people is restricted to the number of guests booked.

*(If management suspects that the above rule is being transgressed, they reserve the right to carry an inspection of the site anytime during the day or night)*

Farms, by their nature present many safety risks, and parents and/or adults are responsible for the supervision and safety of children in their care at all times, and particularly while they are swimming, boating, walking, and cycling on the farm.

Guests and visiting children may not

1. Touch farm machinery or vehicles, or ride on farm vehicles.
2. Enter farm working areas, buildings for enclosures or fields where there are animals.
3. Provoke or try to ride on any animals.

Children may not walk or cycle on the farm or go to any of the dams without adult supervision.

Although we do not have permanent dangerous game on the farm, we do, however, have leopards, hyenas, wild dogs and the occasional lion passing through, so caution is always necessary whilst staying on the farm. Sunrise and sunset are when most predators are on the move so please ensure you do not stray far from camp at these times.

I, hereby confirm that all the information supplied hereon is both true and correct.

Signed at \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_ [month] 20\_\_\_\_\_.

Guest Name: \_\_\_\_\_

Guest Signature: \_\_\_\_\_

