

STANDARD TERMS AND CONDITIONS FOR BERMANZI MOUNTAIN GUEST HOUSE AND HIKING TRAIL

ADDRESS : The Farm Bermondsey , district Machadodorp , Mpumalanga ,SA

Tel: 082 856 1942/087 808 5629/E-mail: info@bermanzi.co.za/ Website: www.bermanzi.co.za

CLIENT INDEMNITY

I, the undersigned, agree that in this document:

DEFINITIONS

- 1.1. "Business/Farm" shall mean , the owners and employees of Bermanzi Hiking Trail and Mountain Guest house, with address at the farm Bermondsey, in the district of Machadodorp, Mpumalanga, the Republic of South Africa, and shall include its agents, representatives of any form, associates, affiliates and staff;
- 1.2. "Client" shall mean the undersigned party as well as his/her spouse, common law wife/husband, children (whether minor or adult), any other dependants, heirs, trustees, executors, administrators, third parties and/or assigns;
- 1.3. "Supplier" shall mean contractor, subcontractor, service provider or other person with whom Bermanzi make arrangements to provide goods or services to Clients in connection accommodation and/or hiking/horse riding/swimming, including such Supplier's agents, representatives of any form, associates, affiliates, subsidiaries, holding companies, shareholders, directors, and employees;
- 1.4. "Trail" shall mean long or shorter, vigorous walking, usually on [trails](#) or [footpaths](#) in the countryside and mountains.
- 1.5. The *contra proferentem* rule shall not apply to the interpretation of this document, in other words this document shall not be interpreted against the party responsible for preparing and drafting it.
- 1.6. The use of the word "including" shall not be construed as limiting the meaning of the words preceding it to the one or more words or examples following it, and the meaning of the general words will not be restricted by the use of more specific words (i.e. the *eiusdem generis* rule shall not be applied in the interpretation of this document)

1.7. "Hiking group" shall mean friends, family, colleagues, club members, church groups, religious groups, cultural groups and school groups, participating in trail running, mountain biking and/or hiking in the mountains and great outdoors.

2. I acknowledge and understand:

2.1. the real hazards and risks associated with farms, wildlife areas, game and nature reserves and game lodges (which may be situated in unfenced wildlife areas);

2.2. the hazards and risks associated with heights, cliffs, rivers, streams, lakes, waterfalls and other bodies of water that may be affected by unpredictable weather, floods and other circumstances (such as, but not limited to wild fires), and that may not have effective warning or control systems that might be expected in first-world jurisdictions;

2.3. the real dangers and risks associated with various forms of habitation and hiking in remote locations

2.4. the danger and risk of suffering bodily harm, injury, illness, death, damages as well as loss of or damage to property, which may arise as a result of an encounter with or presence of wild, dangerous or unpredictable animals (including birds, mammals, amphibians, reptiles, fish, horses, cattle, sheep and insects), as well as the prevalence of communicable, tropical and other diseases, and similar health hazards;

2.5. the risks associated with undeveloped or partially developed countries and jurisdictions, including acts of terrorism, the unavailability of reliable electricity and communications, and problems associated with limited or unavailable health, safety and security services;

2.6. I accordingly confirm that I voluntarily participate in hiking in the mountains and associated activities and that I am making use of all facilities on the farm **Bermondsey** such as, but not limited to hiking the trails/swimming in pools/horse riding/mountain biking, entirely at my own risk.

2.7. I confirm that I will never hike alone and acknowledge and will abide by the rule that three or more is an ideal size for a hiking group. I also confirm that I have equipped myself with info on route-finding, such as maps of the route and other important information on the website of Bermanzi namely, www.bermanzi.co.za.

3. I acknowledge and accept that:

3.1. The owners and employees of Bermanzi will not be liable to me in respect of any damages, losses or liabilities incurred by me arising from or in connection with my accommodation on **Bermanzi** and or my participation in any activities on **Bermondsey**. Notwithstanding anything else contained herein, the Business shall not be liable for punitive damages, indirect damages,

consequential damages, loss of profits, third party claims or any claims imposed on me by laws or statutes of countries outside of the Republic of South Africa. The Business/Farm shall not be liable for any damages, losses or other amounts that I have agreed, settled or compromised without the prior written consent of the Business, or which I am otherwise contractually bound to pay to any other person or entity.

3.2.1. The Business/Farm will not be liable or responsible to me for any direct or indirect damages or losses of any nature whatsoever, including those arising from any personal injury or death or loss of or damage to any property unless directly caused by the Business's recklessness or wilful misconduct (irrespective of the cause of such injury, death, loss or damage).

3.2.2. I hereby indemnify, hold harmless and expressly exempt and release the Farm from any and all liabilities and claims arising from any cause whatsoever, including those related (whether directly or indirectly) to me, and my dependents' participation in activities and/or accommodation.

3.2.3. I hereby waive and abandon any and all liabilities and claims of any nature whatsoever, howsoever arising, which I might have against the Farm, and releases the Farm against any and all liability and claims that may arise or accrue to me.

3.2.4. I hereby bind my dependents, heirs, trustees, executors, administrators, third parties and/or assigns to the terms and conditions of this document. I further warrant that I am duly authorised to bind my minor children accompanying me (if any) during my stay in the accommodation at Bermanzi or any other activities we participate in, at Bermanzi. I confirm that I abide by the terms and conditions set out herein.

3.3. Each of the indemnities, disclaimers, waivers, releases and other provisions of this Agreement are separate and severable provisions which are individually and jointly enforceable. In the event that any one or more of the provisions of this Agreement are found to be invalid, unlawful and/or unenforceable such provisions will be severable from the remaining provisions and the remaining provisions shall continue to be valid, in full force and effect.

4. I acknowledge that in the event that I am injured during my accommodation at Bermanzi and or my participation in any activities at Bermanzi, the Business may at its sole discretion, without prejudice and/or admission of liability, could arrange and pay for emergency medical treatment or evacuation for and on behalf of myself, and that I will be responsible to reimburse Bermanzi in full for any such medical and related expenses.

5. 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.

6. I accept that the entire relationship between Bermanzi and I, including this document, and any disputes, be they in contract or delict, shall be governed by the laws of the Republic of South Africa.

7. I acknowledge that I am personally liable for all amounts arising out of my, and my dependants' participation in participating in any activities at Bermanzi and as a consequence of my accommodation at Bermanzi

8. I confirm that all additional expenses incurred by me and my dependants (if any) during our participation in activities at Bermanzi (which do not form part of the accommodation price), will be personally paid by me before departure (unless prior written arrangements have been made with management)

9. I acknowledge that management and all the employees at the Bermanzi Mountain lodge have me and my dependants' (if any) best interests at heart. I accordingly undertake to comply forthwith with any request and/or instruction that may be addressed to me.

10. I confirm that I will be solely responsible for the safety of the minor children accompanying me (if any) during my stay.

11. I confirm that I will be solely responsible for the minor children accompanying me (if any) during my stay.

12. I confirm that I, as the group leader, with the assistance of parents/guardians (if they are accompanying us) of the minor children in our group, during our stay, will be solely and/or collectively responsible for the safety of the minor children accompanying me/us (if any).

I have read and fully understand the terms and conditions as set out in the various provisions above, read with the Standard Terms and Conditions with which I acquainted myself, and the implications thereof and acknowledge that I am bound thereby without reserve.