

# IMAGINE AFRICA



# SAFARIS

**E-mail: [safari@imagineafrica.co.za](mailto:safari@imagineafrica.co.za)**

## **DETAILS AND INDEMNITY**

**OUTING DESTINATIONS:** \_\_\_\_\_ **DATE OF THE OUTING:** \_\_\_\_\_

### **PERSONAL PARTICULARS**

SURNAME: _____	FIRST NAMES: _____
POSTAL ADDRESS: _____	POSTAL CODE: _____
NATIONALITY: _____	ID NO/PASSPORT: _____
PLACE OF ISSUE: _____	EXPIRY DATE: _____
TEL NO.(W): _____	TEL NO.(H): _____
CELL NO.: _____	E-MAIL: _____

### **PERSONAL DETAILS:**

MEDICAL: ALLERGIES? \_\_\_\_\_

DIETARY REQUIREMENTS? \_\_\_\_\_

SKILLS: DOCTOR? FIRST AIDER? MECHANIC? ASTROMER? ETC.: \_\_\_\_\_

### **PAYMENT**

**I HEREWITH HAVE PAID: ZAR \_\_\_\_\_ TO CONFIRM MY SAFARI. WE, UNDERSTAND, ACCEPT THE TERMS AND CONDITIONS OF THE RESERVATION AND INDEMNITY REQUIREMENTS AS EXPLAINED HEREUNDER. ACKNOWLEDGEMENT, ASSUMPTION OF RISK, CONSENT AND INDEMNITY**

WHEREAS I \_\_\_\_\_ (insert full names) will be participating in a tour organized and conducted by

### **IMAGINE AFRICA SAFARIS**

AND WHEREAS I am prepared to give certain warranties, indemnities and consents and make certain acknowledgements relating to my participation in the tour.

AND WHERE it is a condition of my participation in the tour that the said warranties, indemnities, acknowledgements and consents be recorded in writing and signed by myself.

NOW THEREFORE I record the following:

1. I warrant that I am 21 years of age or older.
2. I am under the age of 21 years and am assisted herein by \_\_\_\_\_ my mother/father and natural guardian (insert full names of natural guardian above and delete whichever of 1 or 2 above is not applicable).

3. I acknowledge that I am aware that the activities organized and conducted by **IMAGINE AFRICA SAFARIS** in which I will be participating during the tour (the activities) are dangerous and can result in personal injury including fatal injury to myself.
4. I confirm that I fully appreciate the nature of the risks that I will be exposed to whilst participating in the activities.
5. I hereby voluntarily assume all risks which are associated with the activities and consent to the risk of any harm which may befall me whilst participating in such activities including bodily injury and death.
6. I agree that I shall have no claim of whatsoever nature against **IMAGINE AFRICA SAFARIS** its owners, shareholders, directors, members, employees or other persons contracted to **IMAGINE AFRICA SAFARIS** (hereinafter referred to as the parties) for any injury, harm or loss of whatsoever nature which I may suffer whilst participating in the activities even if such injury, harm or loss is caused by the negligence of any of the parties.
7. I accordingly indemnify all the parties against any injury, harm or loss which I may suffer whilst participating in the activities.
8. In addition to the exemption from liability detailed above I further agree that none of the parties shall be liable to me for any injury, harm or loss of whatsoever nature suffered by me at any time during the tour (and not only whilst participating in the activities) arising from any cause whatsoever including but not limited to illness, accident, theft, injury or death. This exemption from liability shall apply even where the injury, harm or loss referred to above is caused by the negligence of any of the parties.

**CONFIRMATION OF THE TRIP:**

UNFORESEEN CIRCUMSTANCES INCLUDING BUT NOT LIMITED TO WAR, MECHANICAL BREAKDOWNS, WEATHER, RIOTS AND OTHER UNFORESEEN REASONS BEYOND THE CONTROL OF THE COMPANY MAY CAUSE DELAYS OR ALTERATIONS TO THE TOUR. THE COMPANY SHALL NOT BE HELD LIABLE IN ANY WAY FOR ANY OF THESE POSSIBLE OCCURRENCES OR ANY CONSEQUENCES, WHICH MAY ARISE AS A RESULT OF THESE. ALTHOUGH EVERY EFFORT IS MADE TO ADHERE TO THE ITINERARY, WE RESERVE THE RIGHT TO OCCASIONALLY CHANGE ROUTES AS DUE TO CHANGING CONDITIONS. WE RESERVE THE RIGHT TO ALTER ITINERARIES AFTER DEPARTURE IF IT IS IN THE CLIENT'S INTEREST TO DO SO.

**CANCELLATIONS:**

IN THE UNLIKELY EVENT OF CANCELLATION OR POSTPONEMENT OF AN OUTING BY IMAGINE AFRICA Safaris AND IF THE ALTERNATIVE OUTING OFFERED BY IMAGINE AFRICA Safaris IS UNACCEPTABLE TO THE PARTICIPANT, THE PARTICIPANT SHALL BE ENTITLED TO AN IMMEDIATE AND FULL REFUND.

**CANCELLATIONS BY PARTICIPANT:**

IN THE EVENT THAT THE PARTICIPANT SHOULD CANCEL THE BOOKING AND NOT FIND AN IMMEDIATE PAID UP REPLACEMENT, AND PROVIDED THAT IMAGINE AFRICA Safaris HAS 45 DAYS OR MORE NOTICE IN WRITING, THE PARTICIPANT WILL RECEIVE A CREDIT FOR THE AMOUNT PAID LESS 30% OF THE OUTING FEE AS A CANCELLATION FEE. NO REFUNDS WILL BE MADE FOR CANCELLATION MADE WITHIN 45 DAYS OF THE OUTING COMMENCEMENT DATE.

**INDEMNITY:**

IN TRAVELLING OFFROAD AND IN REMOTE AREAS, I AM AWARE THAT THERE ARE HAZARDS AND DANGERS INVOLVED IN THESE AND ASSOCIATED ACTIVITIES, AND I AND MY HEIRS, EXECUTORS, ADMINISTRATORS OF ASSIGNS HEREBY INDEMNIFY, HOLD HARMLESS AND EXPRESSLY EXEMPT RICHARD JOHN VAN SCHALKWIJK, OF IMAGINE AFRICA SAFARIS, ITS OWNERS, MEMBERS, OR ORGANISER, STAFF AND HELPERS, FROM ANY LIABILITY FOR DELAY, INCONVENIENCE, ACCIDENT, INJURY OR DEATH ARISING FROM ANY CAUSE WHATSOEVER. I HEREBY UNDERTAKE TO OBEY LAWFUL INSTRUCTIONS GIVEN BY THE GUIDES OR THEIR ASSIGNED ASSISTANTS. I VOLUNTARILY ASSUME THE RISKS OF TAKING PART IN THE OUTING. ADULTS TAKE FULL RESPONSIBILILY FOR THEIR CHILDREN DURING THE SAFARI AND WILL ENSURE THAT THEIR CHILDREN WILL ADHERE TO ANY AND ALL INSTRUCTIONS GIVEN BY THE GUIDES OR THEIR ASSIGNED ASSISTANTS. ALTERNATIVE ROUTES AND DESTINATIONS MAY BE TAKEN DURING THE SAFARI DUE TO UNFORESEEN CIRCUMSTANCES. ALL EQUIPMENT SUPPLIED BY IMAGINE AFRICA SAFARIS, REMAINS THE PROPERTY OF IMAGINE AFRICA SAFARIS. ANY EQUIPMENT THAT IS DAMAGED OR LOST THROUGH NEGLIGENCE OR MISUSE, THE REPLACEMENT VALUE WILL BE FOR THE CLIENTS ACCOUNT.

SIGNED at \_\_\_\_\_ on this day of \_\_\_\_\_

I, the undersigned \_\_\_\_\_ (insert full names of natural guardian) (MARK N/A if not applicable) hereby warrant that I am the mother/father and natural guardian of the minor who is the signatory to this document and whose signature appears above. I further warrant that I am legally competent to assist him/her in the signing of this agreement and sign this document in due assistance hereby ratifying and confirming what is contained herein.

**CLIENT NAME:** \_\_\_\_\_

**CLIENT SIGNATURE:** \_\_\_\_\_