DOUBLE EAGLE
GOLF | BIRDING | WILDLIFE | PHOTOGRAPHY

INDEMNITY FORM

Indemnity Form indemnifying Double Eagle Tours (Pty) Ltd ("Double Eagle"), as well as any operators and/or guides appointed to conduct excursions. Double Eagle is a private company duly incorporated in terms of the laws of the Republic of South Africa, with registration number 2020/740496/07 and with its registered address at, 23 Beech Road, Glen Anil, Durban North, the Republic of South Africa.

I, _____, the undersigned, in seeking to participate on a tour conducted by Double Eagle, do hereby indemnify Double Eagle, and each and every shareholder, member, employee, agent, representative and/or freelance guide, individually and collectively. This indemnity includes, but is no way limited to, the following clauses:

1. I acknowledge and understand the real hazards, dangers and risks associated with:

1.1. wildlife areas, game and nature reserves;

1.2. rivers, streams, lakes and other bodies of water that may be affected by unpredictable weather, tides and other circumstances, and that may not have effective warning or control systems;

1.3. various forms of travel in remote locations, which may have poorly maintained infrastructure;

1.4. 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 natural ecosystems or the presence of wild, dangerous or unpredictable animals (including birds, mammals, amphibians, reptiles, fish and insects), as well as the potential prevalence of diseases, and similar health hazards.

2. I accordingly confirm that I voluntarily participate in the Tour and associated activities, and make use of all facilities of the Company, entirely at my own risk.

3. I acknowledge and accept that:

3.1. The Company will not be liable to me in respect of any damages, losses or liabilities incurred by me arising from or in connection with the Tour. Notwithstanding anything else contained herein, the Company 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 Company shall not be liable for any direct or indirect damages, losses of any nature whatsoever, including those arising from any personal injury or death or loss of or damage to any property unless caused by the Company's recklessness or wilful misconduct (irrespective of the cause of such injury, death, loss or damage);

3.2. I hereby indemnify, hold harmless and expressly exempt and release the Company from any and all liabilities and claims arising from any cause whatsoever, including those related (whether directly or indirectly) to my, and my dependents' participation in the Tour;

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

3.4. 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 on this Tour (if any) to the terms and conditions set out herein.

4. 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.

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 warrant that I have comprehensive travel insurance, and that I shall ensure that such travel insurance remains in force and is valid throughout my travelling and participation in the Tour.

7. I accept that the entire relationship between the Company 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.

8. I acknowledge that I am personally liable for all amounts arising out of my, and my dependants' participation in the Tour.

9. I acknowledge that all tour leaders and nature guides have my 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 minor children accompanying me (if any) during my tour. 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.

Dated at _____ this _____ day of _____ 20_____.

Client's Signature Name and Surname of Minor Child 1 Name and Surname of Minor Child 2
In his/her personal capacity and legal guardian of the following minor child/children (if applicable)