

<b>SPRINGERBAAI ECO-ESTATE</b>				No.
Driver's Full Name (Print in block letters)				House No.
(Tick applicable block)	Member or User (✓)	Visitor or Guest (✓)	Other (e.g. contractor) (✓)	Date of arrival
Driver's home address (if a visitor, guest or other)				Intended departure date
				Number of adults in vehicle
Driver's home and business telephone numbers (if a visitor, guest or other)				Number of minors in vehicle
Name of member / user hosting visit (if a visitor or guest)				Vehicle registration number
State business (if other)				Vehicle make and colour/s
Cell number:				No of Pax:

### WAIVER AND INDEMNITY

1. I, the undersigned, hereby acknowledge that whilst on the Springerbaai Eco-Estate ("the Estate") and any surrounding land and beaches, I am well acquainted with and fully aware of and appreciate the real and inherent dangers and risks of suffering bodily harm, injury, death and/or loss to property that are associated with walking on the Estate or beach, travelling in open or closed vehicles thereon and entering the sea, and which may inter alia:
  - 1.1 Arise as a result of an encounter with and/or the presence of wild and dangerous animals or mammals, reptiles, birds and insects, whether or not I am accompanied by a ranger or I am in the proximity of houses or other buildings or structures
  - 1.2 Be attributable to land, flora, fauna, roads, boardwalks, buildings, structures or vehicles at any time falling into a defective state, or by reason of any repairs, renovations to land or maintenance work having been affected improperly or not having been affected at all.
  - 1.3 Arise as a result of entering a protected or unprotected, guarded or unguarded beach or sea.
2. Acting herein for myself, my spouse, my common law wife, my children, my dependents, whether minor or adult, or relatives and/or persons accompanying me onto the Estate,
  - 2.1 I hereby waive and abandon any and all claims of whatsoever cause or nature whether for me personally or any member of my party arising against the Estate and/or the Springerbaai Homeowners Association and/or its members, their associates, directors, servants, employees, agents and/or any person connected, whether directly or indirectly, with the management of the Estate (herein collectively referred to as "Springerbaai") which results in harm, injury, death or loss of property suffered whilst on the Estate or beach, or in the sea, and whether arising from any act or omission.
  - 2.2 I hereby indemnify Springerbaai against any claim, action, judgement, costs and/or expense which may be made against Springerbaai in respect of:
    - 2.2.1 Any loss of, damage to, my property or possessions or that of any other member of my party;
    - 2.2.2 Death or any bodily injuries, of whatsoever nature including but not limited to psychological injuries, injuries to dignity or reputation (collectively referred to as "injuries") sustained by myself or any member of my party, whether such injuries are caused by the negligent or grossly negligent, act or omission, or breach of contract by Springerbaai, and/or by the defective functioning of any apparatus; and
    - 2.2.3 Arising from or connected to me, or member of my party, making use of any facilities, services, accommodation or taking part in any activities of whatsoever nature.
  - 2.3 In addition, where I am accompanied by minors, as a parent and/or guardian, I agree to such minor being bound by this indemnity and do further indemnify Springerbaai against any claims by such minor to the extent, if any, to which such minor is not capable of waiving his rights as stipulated above.
3. Notwithstanding the aforementioned, I undertake at all times to obey immediately and without query, any order, command, demand or request that may be made to me at any stage in the course of my visit by any member, officer or employee of Springerbaai and I acknowledge that any such order, command or request will be made for the purpose of ensuring my own personal safety, alternatively the safety of the other members of my party.
4. This waiver and indemnity and all claims arising there from shall in all respects be interpreted and enforced in accordance with the Laws of the Republic of South Africa and any dispute arising here from shall be subject to the exclusive jurisdiction of the Courts of the Republic of South Africa.
5. I undertake and agree that this waiver and indemnity shall be effective in respect of this and for the sake of convenience, any future visit to the Estate.
6. In the event of injury on the Estate or beach, Springerbaai may at its discretion and without prejudice and without admission of liability, arrange and pay for emergency medical treatment for and on behalf of any guest.
7. THE HOA AND THEIR REPRESENTATIVES, IN TAKING THESE PRECAUTIONS AND IMPLEMENTING THESE CRITICAL STRATEGIES, REACTION PLANS AND PROPOSALS IN GOOD FAITH AND DILIGENCE DO NOT ACCEPT ANY LIABILITY WHATSOEVER FOR ANY INJURY OR DEATH OF ANY PERSON OR THE LOSS OR DESTRUCTION OF OR DAMAGE TO ANY PROPERTY, WHETHER ARISING FROM FIRE, THEFT OR ANY OTHER CAUSE WHATSOEVER AND BY WHOMSOEVER CAUSED OR ARISING FROM NEGLIGENCE OR GROSS NEGLIGENCE BY THE HOA AND OR THEIR REPRESENTATIVES OR ANY EMPLOYEES. BY ENTERING THESE PREMISES, YOU OR YOUR HEIRS, EXECUTORS AND ADMINISTRATORS ALSO AGREE THAT YOU WILL INDEMNIFY THE HOA AND THEIR REPRESENTATIVES AND HOLD THEM HARMLESS AGAINST ANY CLAIM WHICH MAY BE MADE AS A RESULT OF SUCH LOSS, DAMAGE, DESTRUCTION, DEATH OR BODILY INJURY.

**SIGNED BY THE DRIVER OF THIS VEHICLE:**

Driver's  
Signature: