

## **E-BIKES ACTIVITY WAIVER AND INDEMNITY**

I the undersigned, \_\_\_\_\_ with ID No: \_\_\_\_\_

will be renting electrical bicycles (hereinafter "E-bikes") from the Melozhori Game Reserve during my stay, which will be utilised by myself and/or my family and/or any other guests staying with me.

### **1. INDEMNITY AND ASSUMPTION OF RISKS:**

- 1.1. I acknowledge that E-biking is an inherently dangerous activity and fully realize the dangers and hazards associated with riding a bike, including but not limited to:
  - 1.1.1. road surface hazards,
  - 1.1.2. equipment failure,
  - 1.1.3. moving or stationery vehicles, farm implements or equipment hazards,
  - 1.1.4. weather conditions,
  - 1.1.5. impact or collision with moving or stationery motor vehicles, adverse road conditions , other riders and any other objects,
  - 1.1.6. the failure to operate a bicycle safely or within one's own ability,
  - 1.1.7. negligence on my part or on the part of other parties including those at the reserve who are staying with me.
  - 1.1.8. I am also aware that there are animals on the Game Reserve, and I may encounter them whilst utilising the E-bikes.
  - 1.1.9. that I may become lost or separated from my group

### **2. DAMAGES TO THE E-BIKE:**

- 2.1. The acknowledge and agree that by signing this I accept full responsibility for any damage caused by myself or any persons who are with me. This includes damages whether caused by negligent or intentional acts.
- 2.2. Upon discovery of damage, Melozhori reserves their right to assess the extent of the damage and determine repair or replacement costs whereafter I agree to pay for all of the damages incurred within 7(seven) days of receiving an invoice.

### **3. INDEMNITY:**

I, the undersigned, in my personal capacity and in my capacity as parent, guardian or temporary custodian of any minor children, do hereby irrevocably indemnify Melozhori Game Reserve and their affiliates together with any employees and hold them harm-less against any liability or claims of any nature whatsoever and however arising, including death, as a result of e- biking including gross negligence in respect of injuries or damages suffered by me or my property or by any person or to any property in my custody or under my control.

I hereby acknowledge that I have read and understood the contents of this indemnity and agree to be bound by it without limiting time.

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Signature