



Journey's End Horseback Riding

Tel: Suzelle Brits 082 391 1693

INDEMNITY FORM

RIDER	
AGE	
RIDING EXPERIENCE	
Residential Address	
Parent / Guardian (State relationship to rider)	
Cell number (in case of minor, that of guardian)	
Medical Doctor (address, contact number)	
Medical Aid details	
EMERGENCY CONTACT NU (name & cell number)	

In this indemnity form "**Journeys End**" shall mean and include Suzelle Brits t/a Journeys End Horseback Rides, Journey's End Vineyard (Pty) Ltd with registration number 1996/015635/07, High Berry Farm, it's holding companies and its subsidiaries, as well as all affiliates, employees, directors, owners, companies, members, agents, shareholders and any other form of representative of the foregoing parties and/or property.

"Activities" shall mean and include any activity provided by Journeys End and all related activities thereto (whether directly or indirectly), specifically including, but not limited to, horse / animal related activities (i.e. riding, grooming, handling a horse, feeding a horse, getting on and/or off a horse, being in the presence of animals which may act out of their normal controlled behaviour, etc) whether alone or under supervision.

"Premises" shall mean the whole and all (the) areas covered whilst conducting the Activities., including but not limited to the stableyard, the arena, paddocks, parkingarea, mounting block, etc.

(please initial)

I agree to strictly adhere to all procedures/guidelines provided by Journeys End.

I acknowledge that the Activity I plan to partake in IS A POTENTIAL DANGEROUS ACTIVITY and I acknowledge that I am aware of and freely and voluntarily assume and appreciate the real dangers, risks and possible death that are associated with the Activities. I understand and acknowledge that risks include, but is not limited to me falling off the horse, the horse might kick or bite me, I may sustain serious bodily harm which may require medical treatment in a medical facility (i.e. concussion, breaking a limb), or even cause my death.

(please initial)

I understand and agree that the Activities, and horse riding in particular exposes me to the risk of fatigue and exhaustion, as well as to wind and weather conditions, equipment failure, interactions with other riders, horses and animals and other potential hazards, any or all of which may not be visible, known or anticipated, and I agree these are all INHERENT RISKS of the Activities. (please initial)

My presence and attendance at Journeys End and participation in all of the activities are entirely at my own risk. This indemnity is not limited to the activities specifically listed above, but is inclusive of all the INHERENT RISKS of the Activities, and I ASSUME ALL RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to participation in the Activities.

(please initial)

I will not hold Journeys End liable for claims of whatsoever cause and nature that I or the minor on whose behalf I am entering into this indemnity, may suffer or which may arise as a result of, or any loss I/he/she may suffer or which may arise from injuries sustained by me/him/her, my/his/her death, or as a result of any occurrence, injury, illness or death, irrespective of how such might occur, or as a result of or touching on the Activities I/he/she is partaking in, whether caused by Journeys End or an unrelated third party (i.e. visitor to the area or farm), whether arising from any act of commission and/or omission and/or negligence on the part of Journeys End and may be made by any of my dependents or person(s) under my control and/or supervision including but not limited to my spouse, partner, children, any other dependent of mine, my heirs, any person acting of behalf of me or my estate, and/or any person generally associated with me.

(please initial)

I acknowledge and agree that Journeys End accepts no liability or responsibility for damage or loss to personal property (including private vehicles) however caused. I therefor agree that I should safeguard my/his/her personal belongings whilst partaking in the Activities.

(please initial)

I acknowledge and agree that I am fully aware of the presence of reptiles, insects, and animals on the Premises and the real risk of suffering bodily harm, injury and even death. I further acknowledge that I am fully aware of the risks involved in horse riding and horse related activities and that a horse can at any time act contrary to its nature which may cause my serious injury or death.

(please initial)

(please initial)

I have taken note of the dangers and risks explained above acknowledge and agree that I participate in the Activities and that I have entered the Premises entirely at my own risk.

(please initial)

I confirm that any claims against and by Journeys End, be they in contract, direct or otherwise instituted against or by Journeys End and/or affiliates, in respect of this indemnity, shall be governed by the law of South Africa and may only be instituted in a South African Court to the exclusion of all the other jurisdictions.

I confirm that in the event that any clause in the terms of the Agreement is found to be invalid, unlawful or are unenforceable, such term(s) will be severable from the remaining terms, which will continue to be valid and enforceable.

I confirm that Journeys End may at its discretion and without admission of liability arrange and pay for emergency medical treatment, for and on behalf of any person generally associated with me.

I acknowledge that I will be directly responsible to reimburse Journeys End for these expenses within a given time frame from them.

I declare that I am in good health, not pregnant and prepared to act responsibly at all times, and will adhere to instructions at all times.

I acknowledge and agree that any damage or injury caused during my participation in any Activities to the infrastructure of Journeys End will be for my personal account and will be paid within 24 hours from demand and my failure to settle such damages may result in legal action which will include further costs including legal costs, on an attorney and client scale, that Journeys End has to undergo to recuperate the damages from me. I confirm that in the event that the damages was caused by a minor, I take full responsibility.

I acknowledge and agree that no guarantees and/or warranties have been made to me.

I confirm that this indemnity is irrevocable and shall remain valid for an indefinite period commencing from the date of the signature hereof terminating only upon written confirmation by Journeys End.

(please initial)

I confirm that I have read and understood the terms of this indemnity and agree to be bound by the terms hereby and I declare that I am not required to obtain the co-signature of any further person as my Guardian or Spouse and I warrant as a statement of fact that I have full legal capacity to enter into this agreement.

You also agree to provide us with consent to use your images taken during your activity for marketing purposes.

(please initial)

Please sign that you have read and understood and agreed to this/the above indemnification of Journeys End:

Signature: (of rider or guardian/parent if younger than 18 years)

DATE:

(please initial)