

## Indemnity

### Karkloof Country Club & Sappi (Pty) Ltd – Shafton and De Magtenberg Plantations, Private/Other Landowners, (hereinafter collectively referred to as “The Landowners”) Indemnity

1. For the purposes of this indemnity, except where the context clearly indicates a contrary intention, the singular includes the plural and vice versa, words importing the masculine gender include the other genders and vice versa, the word “person” includes a company, close corporation, and any other juristic person and a partnership and any other body of persons (whether corporate or incorporate).
2. From and including the date I join the Karkloof Country Club (as a day visitor this means the day or days that I visited the club) until and including the date that I resign, or my membership is terminated by Karkloof Country Club, I enter upon the properties owned and or controlled and or used or forming part of the Karkloof Country Club, including “the Landowners,” their subsidiaries or associated companies, entirely at my own risk and agree that neither the Karkloof Country Club, its employees, directors, agents, “The Landowners”, their directors, officers, employees, agents, contractors or sub-contractors shall be held liable for any injury, death, loss or damage sustained by me from howsoever arising whilst I am on their properties, notwithstanding that such injury, death, loss or damage is caused by the negligence and/or wrongful act or omission of The Karkloof Country Club, its employees, directors ,agents, “The Landowners”, their directors, officers, employees, agents, contractors or sub-contractors.
3. I indemnify and keep indemnified (notwithstanding that my activities on the property of “the Landowners,” their subsidiaries or associated companies may have ceased) and hold the Karkloof Country Club, its employees, directors, agents, “The Landowners”, their directors, officers, employees, agents, contractors or sub-contractors harmless against all claims which may arise in respect of any loss or damage to any property, all and any claims made by a third party and any death or injury to any person howsoever arising out of my activities on the property used in connection with my membership of the Karkloof Country Club, including any consequential damages arising directly or indirectly therefrom.
4. The use of the Karkloof Country Clubs facilities and equipment, including rental equipment, and including the “Landowners” facilities is entirely at my own risk, and the Karkloof Country Club, its employees, directors, agents and the “Landowners”, their directors, officers, employees and agents, are not liable for any loss or damage to property, by theft or any other act/omission, whatsoever, nor injury or death to any person(s) or animal(s) – due to any act/omission, whether caused by the Karkloof Country Club, it’s directors, employees, agents, “The Landowners”, their directors, officers, employees, agents, contractors or subcontractors or not.
5. Parents/guardians/caregivers of any minors who enter the property and or make use of the facilities at Karkloof Country Club, including the properties of the Landowners, hereby indemnify the Karkloof Country Club, its directors, employees, agents, “the Landowners”, their directors, officers, employees, agents, contractors or subcontractors against any claim which may arise due to the use of the property/premises/facilities of Karkloof Country Club, including those properties/premises/ facilities of the “Landowners”.
6. Karkloof Country Club, its directors, employees, agents, “The Landowners”, their directors, officers, employees, agents, contractors or subcontractors will not be liable for any supervision, oversight or care of any minor making use of the property/premises/facilities of Karkloof Country Club, including the property/premises/facilities of the “Landowners”. Parents/guardians/caregivers herby indemnify Karkloof Club, its directors, employees, agents, the “Landowners”, their directors, officers, employees, agents, contractors or subcontractors from any claim which may arise due to underage drinking and or other illegal activities committed by any third-party making use of the property/premises/facilities of Karkloof Country Club including the property/premises/facilities of the “Landowners”.
7. I agree that I will be liable for all costs and expenses including legal costs on an attorney and own client basis, collection of commission and tracing fees, if any, incurred by The Karkloof Country Club, its directors, employees, agents, “the Landowners,” their subsidiaries or associated companies in taking steps against me to enforce their rights under this indemnity.
8. The agreement contains all express provisions agreed on by The Karkloof Country Club, “the Landowners,” their subsidiaries or associated companies and myself with regard to the subject matter of the indemnity and I waive the right to rely on any alleged express provision not contained in the indemnity.
9. No variation, novation, abandonment, or waiver of rights in terms of this indemnity or consensual cancellations thereof shall be of any force and effect unless reduced to writing and signed by The Karkloof Country Club, “the Landowners,” their subsidiaries or associated companies and myself.

Singed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Name & Surname: \_\_\_\_\_

Signature: \_\_\_\_\_