



Guest Indemnity, Assumption of Risk & Acknowledgement

Cederberg, Western Cape, South Africa | Version 1.3

IMPORTANT NOTICE: PLEASE READ BEFORE SIGNING

Nardouw is situated in a remote natural environment. Staying at the property and taking part in outdoor activities may involve risks including uneven or rocky terrain, falls, heat, cold and wind, snakes, scorpions and other wildlife, veldfire and smoke, open flames and braai or fireplace use, slippery outdoor surfaces, limited mobile reception and delayed emergency assistance.

Activities such as walking, hiking, bouldering, climbing, cycling and exploring the property may result in injury, illness, property damage or, in serious cases, death.

By signing this form, each guest confirms that these risks have been brought to their attention, that they understand them, and that they voluntarily accept the inherent and ordinary risks associated with their stay and any activities they choose to undertake.

Guest 1 initials: _____ Guest 2 initials: _____

1. Assumption of risk

- I use Nardouw, its facilities and the surrounding property voluntarily and at my own discretion.
- I understand that some hazards in a remote natural environment cannot be completely removed or controlled.
- I am responsible for deciding whether I am physically able, suitably equipped and sufficiently experienced for any activity I choose to undertake.
- Unless specifically arranged otherwise, outdoor activities are undertaken independently and are not guided or supervised by Nardouw.
- I will take reasonable care for my own safety.

2. Liability and guest responsibility

- To the fullest extent permitted by South African law, and only where lawful and fair in the circumstances, Nardouw and the property owner/operator will not be liable for loss, injury, illness, damage or death arising from inherent risks of the natural environment, voluntary outdoor activities or ordinary negligence associated with the guest's stay or use of the property.
- Nothing in this form excludes or limits liability that may not lawfully be excluded, including liability arising from gross negligence, intentional wrongdoing or rights that cannot be waived under South African law.
- Guests remain responsible, to the extent permitted by law, for loss, damage, injury or reasonable costs caused by their own negligent, reckless, unlawful or intentional conduct or by a material breach of the Nardouw House Rules.
- Personal belongings, vehicles and equipment remain under the guest's care, except where liability cannot lawfully be excluded.

3. Fire, property and House Rules

- The Cederberg has a heightened veldfire risk. Guests must comply with the Nardouw House Rules and any fire restrictions or safety instructions communicated before or during the stay.
- Fires, braais, fireplaces and other ignition sources must be used responsibly and only as permitted.
- If a guest's negligent, reckless, unlawful or intentional conduct causes or contributes to property damage, fire or veldfire, the guest may be responsible, to the fullest extent permitted by law, for reasonable resulting costs. These may include repair or replacement, firefighting or suppression costs, emergency response, rehabilitation or remediation and third-party claims attributable to the guest's conduct.
- Guests must promptly report any fire, hazard, injury, damage or emergency that they become aware of.

4. Emergency assistance and consumer rights

- In an emergency, I authorise Nardouw to contact emergency services and my nominated emergency contact and, where reasonably necessary, to assist with arranging emergency transport.
- I understand that the property's remote location and limited mobile coverage may delay assistance.
- Medical or transport costs remain my responsibility except where the law provides otherwise.
- This form does not waive any right or protection that cannot lawfully be waived under South African law. If any provision is invalid or unenforceable, the remaining lawful provisions continue to apply.



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GUEST DETAILS & SIGNATURES

Stay details

Arrival date: _____ Departure date: _____
Booking name: _____ Booking reference: _____

Guest declaration

By signing below, each guest confirms that:

- I have read this form, including the Important Notice on page 1.
- I was given access to this form before being expected to make a direct-booking payment.
- I have had a reasonable opportunity to read it and ask questions.
- I understand and voluntarily accept its terms to the extent permitted by law.
- I understand that each adult guest signs for themselves.

Guest 1

Full name: _____
ID / Passport: _____
Mobile: _____
Signature: _____
Date / time: _____

Guest 2

Full name: _____
ID / Passport: _____
Mobile: _____
Signature: _____
Date / time: _____

Emergency contact

Name: _____
Relationship: _____
Mobile number: _____

Host / witness acknowledgement

I confirm that the guest(s) were given access to this form before being expected to make any direct-booking payment and were given a reasonable opportunity to read it before signing and before using the accommodation or facilities.

Name: _____ Signature: _____
Date: _____ Time: _____

Nardouw

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