



## **INDEMNITY FORM (MAJOR)**

I,

FULL NAME: \_\_\_\_\_

ID / PASSPORT NUMBER: \_\_\_\_\_

RESIDENTIAL ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

acknowledge that I am about to undertake in an adventurous activity offered by Hermanus Camino (“**the Tour**”) that has inherent dangers which could result in injury. I hereby agree that the Tour is being undertaken at my own risk and that Hermanus Camino and its tour guides will not be held liable for any injuries sustained by myself or my dependants for any loss or damage to personal items and claims, howsoever such injuries are caused.

I hereby confirm that I am in good health and that there is nothing to my knowledge which renders me unfit to undertake the Tour. I further confirm that I have provided Hermanus Camino with all the information about my health, medical conditions, allergens and behaviour that may be relevant to the facilitator leading the Tour below:

Medical Conditions:	
Allergens:	
Other:	

I acknowledge that I have adequate and appropriate insurance cover for the activities in which I will be partaking on this Tour.

I further acknowledge that Hermanus Camino accepts no liability for death, injury, illness or loss of or damage to property arising out of my participation in the Tour from any cause whatsoever.



Please indicate below if Hermanus Camino may use any photographic footage for marketing purposes taken during the Tour.

YES	NO
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DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

### **Hermanus Camino Terms and Conditions**

Every precaution is taken on the Tour to ensure your safety (including working with registered tour guides, meeting international standards, and prior evaluation of tour activities for suitability by Hermanus Camino staff), however, Hermanus Camino accepts no responsibility for any person as a result of any reasons whatsoever. Tours of this nature involve physical activity that can be demanding depending on the condition of the participant and involve risk of serious personal injury including permanent disability and death from accident, illness or the negligence of other persons. Medical facilities and services may not be easily accessible and may not be as sophisticated as in your home country. There are other risks associated with the Tour such as theft or loss of or damage to property. In addition, some of the services provided in connection with the Tour, including lodging, transportation, food service and local tours and activities are obtained from independent suppliers over whom Hermanus Camino has limited control. All participants are asked to sign an indemnity form prior to departure of the Tour. No participant will be allowed to commence the Tour without having signed an indemnity form. The costs of all Hermanus Camino Tours are priced on the basis of participants agreeing to this Limitation of Liability, Release and Indemnity. In consideration for participating in the Tours, participants agree not to sue Hermanus Camino in respect of, and forever release Hermanus Camino from, all liability for economic loss and physical or mental injury, direct or indirect, arising in connection with the Tour – including without limitation, permanent disability and death, any emotional distress, any loss of services, financial support, aid, consortium or companionship, and any damage to or loss of property – in each case even if caused in whole or in part by the conduct, including the negligence of Hermanus Camino, or its employees, except where such loss, injury or damage is caused by the reckless or fraudulent conduct on the part of Hermanus Camino, or its employees in which case the participants retain the right to sue only Hermanus Camino. Participants further agree that they will hold Hermanus Camino harmless in respect of any claims arising in connection with the Tour made by: i) the participant's family members, dependants or heirs, or ii) third parties which the participants, their estate, their family members, dependants or heirs have sued, if damages are recovered from such third parties, to the extent the third party obtains

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any indemnification from Hermanus Camino; except where such loss, injury death or damage is caused by the reckless or fraudulent conduct on the part of Hermanus Camino employees.

Hermanus Camino reserves the right to decline accepting or retaining any participants whose health or actions in the sole judgment of Hermanus Camino impede the operation of the Tour or the welfare or enjoyment of fellow participants. On a Tour of this nature, it is necessary for you to abide by the authority of the Tour leader who represents Hermanus Camino. The decision of the leader as to the conduct, itinerary and objectives of the Tour is final. Signing the Hermanus Camino Booking Terms and Conditions binds you to the above. If, in the opinion of the leader, your behaviour or physical condition is detrimental to the safety, welfare and well-being of the group as a whole (which are the paramount considerations), or if the leader considers your general well-being will be put at risk by continuing with the Tour, you may be asked to leave the Tour without the right to any refund.

In further consideration for participating in the Tour, you agree that Hermanus Camino or their designate may use any photographic or film records of the Trip for promotional purposes, without any remuneration to the participants. The participants agree to assign all right, title and interest they may have in or to any media in which their name or likeness might be used to Hermanus Camino.

#### **WEATHER**

Weather conditions, unless deemed severe in the sole discretion of Hermanus Camino, will not warrant the cancellation of the Tour.

#### **CANCELLATIONS:**

If you wish to cancel your Tour, this must be done in email by the person whose name the Tour is invoiced to or the agent through whom the booking was made. All postponements or cancellations need to be made 30 (THIRTY) days prior to departure otherwise the parent or guardian will be liable for the full amount outstanding.

Hermanus Camino reserves the right to postpone or cancel reservations due to unexpected occurrences without forewarning. In such a case, full refund of any payments received shall constitute full settlement. Hermanus Camino cannot assume responsibility for any loss incurred.



**COVID-19 DECLARATION:**

Please complete the below COVID-19 Declaration:

Over the past 14 (FOURTEEN) days, have you experienced any of the following symptoms:	YES	NO
1) Dry cough		
2) Shortness of breath		
3) Fever		
4) Sore throat		
5) Body aches		
6) Loss of taste/ smell		
7) Nausea / vomiting / diarrhoea		

Current temperature: \_\_\_\_\_