

INDEMNITY & WAIVER

This indemnity must be read in conjunction with Via Africa Conferencing ('VAC') General Terms and Conditions ('T&C') which appear on the website www.viaafrica.co.za. Please read this waiver carefully and then tick the box to continue your online registration.

PLEASE NOTE:

1. If you have any questions, misapprehensions, doubts or would like to discuss any factor(s) pertaining to any element of this online registration process, please phone or email us before you proceed.
2. If you have any doubts about your physical and/or mental condition (see second bullet point below) please consult your medical practitioner.
3. We always strongly advise that you obtain adequate travel insurance.

I hereby acknowledge that I have **read and understand** this indemnity and **agree to be bound** by the following:

- I warrant that I have perused the information presented, visited the event website, and am aware of and accept that I may be exposed to a variety of risks and dangers at the venue and/or hotel and to **risks and dangers** inherent in or associated directly or indirectly with the optional activities offered by the Venue and/or the Operator, the fact, nature and potential effect of which has been explained to me in detail and that I have had adequate opportunity in the circumstances to receive and comprehend the risk and the implications thereof including obtaining independent advice.
- I realise that certain of the activities require of me to be in a good **physical and mental condition** and I warrant that I am in such a condition, having checked with my medical practitioner.
- I agree to obey at all times, whether at the Venue or participating in any activity, any **warning notices and instructions** of the Venue and/or the Operator's management and/or the person in charge of the activity.
- I also acknowledge that the Venue and/or Operator's management and/or the person in charge of the Activity may, in his/her sole discretion, decide to **cancel, terminate or curtail** any activity at any stage for whatever reason the Venue management and/or the person in charge of the activity in his/her sole discretion deems fit if circumstances arise and/or prevail that justify such cancellation, termination or curtailment and I agree to comply. The Venue and/or Operator's management will in such circumstances arrange a credit for your future use or if that is not possible, reimburse you less a reasonable administration fee and any irrecoverable disbursements.
- I together with my heirs, executors and administrators **hold harmless and indemnify** the Venue, the Operator and/or its members and/or directors and/or employees and/or agents and/or suppliers against any consequences of visiting and travelling to/from the Venue and/or participating in any activities in and at the Venue and/or arranged and/or provided by the Operator and/or the Venue, including (without limiting the generality of the foregoing) any loss of or damage to personal effects, financial loss, illness, injury, harm, trauma or death (howsoever caused) including any claim from my wife, children or dependants, common law wife or life partner for maintenance, pain and suffering as a result of injuries (including any medical assistance or treatment) or otherwise or due to any arrangements having to be changed, amended or cancelled and/or legal costs (on an attorney and own client scale) that the Venue and/or the Operator (or any of the other parties indemnified herein) may incur. This indemnity will apply unless any act, omission on the part of the Venue, the Operator and/or its members and/or directors and/or employees and/or agents and/or suppliers and any person directly or indirectly connected with the running of or providing products or services to the Venue and/or the Operator gave rise to a claim for injury or death as provided for in section 61 (1).

The Venue, the Operator and/or its members and/or directors and/or employees and/or agents and/or suppliers and any person directly or indirectly connected with the running of or providing products or services to the Venue and/or the Operator will under no circumstances be liable for any **indirect, consequential or special loss or damage**, irrespective of the cause, unless such claim arises in terms of section 61 of the Consumer Protection Act.

- If you are accompanied by a person **under the age of 18**, you will be deemed to sign on your own behalf as well as in your capacity as parent or guardian (as the case may be).
- If you represent or make a booking on behalf of **a group or your personal guests ('the group')**, you will be deemed to have been duly authorised to make the booking on behalf of the members constituting the group and accept our terms and conditions on behalf of such parties. On arrival at the Event, each member of your party will be required to sign an indemnity form.
- **Failure to comply with the above will result in all bookings and/or activities being cancelled.**

All business is conducted in terms of our General Terms and Conditions, the full text being available at www.viaafrica.co.za. All parties doing business with VAC will be deemed to have read and accepted to be bound by our General Terms and Conditions.