Prime Lodges (PTY) LTD

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Company Reg Number: 2023/516415/07

TEBUAH LODGE CYFERFONTEIN UNIT 1103 – MABALINGWE NATURE RESERVE GAME VIEWER RENTAL OF "OWNER" GAME VIEWING VEHICLE – USE AT OWN RISK

Name and Surname of "Renter":……

Signed at……on(day)……of(month)……..2023

Signature:……..

Rules and Regulations:

1. The Game Viewing Vehicle may only be driven by a licensed driver over the age of 25.
2. The Driver of the Game Viewing Vehicle has his/her own adequate liability insurance, and hereby release the owners, their servants, agents and representatives from any liability for damages or claims howsoever arising out of use of the mentioned vehicle.
3. The Game Viewing Vehicle is only for the use of guests staying at the lodge rented, Mabalingwe and the use of it or being a passenger on it is entirely at own risk.
4. All guests and passengers making use of the vehicle must sign an indemnity form.
5. Special permission may be asked if the Renter wants to take guests from one of the other houses on Mabalingwe on a Game Drive. These guests also must sign indemnity forms.
6. The Game Viewing Vehicle is not allowed on any of the 4 x 4 trails or any of the difficult mountainous areas (like the mountain at the back of the lodges).
7. Routes marked in RED on the Game Viewing Map is strictly off limits.
8. The vehicle is not allowed on any roads outside the Reserve.
9. There has been too many incidents of vehicles getting stuck and major damage caused.
10. Failure to adhere to this will result in the loss of the full breakage deposit. In the event of damage to the Game Viewing Vehicle the Owner will apply the Breakage Deposit to defray the costs of necessary repairs or replacement. If the costs for repair or replacement of damage to the Game Viewing Vehicle exceeds the amount of the Breakage Deposit, the Renter will be responsible for payment to the Owner of the balance of the costs.
11. If the Game Viewing Vehicle is damaged or destroyed while it is in the possession of the Renter, the Renter agrees to pay any required insurance deductible and assign all rights to collect insurance proceeds to the Owner.
12. The Renter, Driver/s, Passengers agree to indemnify, defend, and hold harmless the Owner for any loss, damage, or legal actions against the Owner as a result of the Renter's operation or use of the Game Viewing Vehicle. This includes any lawyer's fees necessarily incurred for these purposes.
13. The Owner represents and warrants that to the Owner's knowledge, the Game Viewing Vehicle is in good condition and is safe for ordinary operation of the vehicle.
14. It is the responsibility of the Renter / Driver to report any obvious flaws prior to the first drive. Send a What's App or Text Message listing these flaws. The message can also be accompanied by photographs.
15. The Renter will not allow any other person to operate the Game Viewing Vehicle unless identified here:

Primary Game Viewing Vehicle Driver:

Name & Surname: …….. Age: ……

Drivers License Number: …… Signature: ……..

Additional Game Viewing Vehicle Driver:

Name & Surname: …….. Age: ……

Drivers License Number: …… Signature: ……..