



INDEMNITY AND WAIVER OF LIABILITY

Preamble

The Heron banks Gold and River Estate Management and Conduct Rules are regarded to be specifically included herein and more particular rule 20, dealing with the use and requirement of Golf Carts on the Estate and the Estate common property.

I, _____, (ID NO: _____)
the undersigned, indicate by my hereunder signature,

1. that I indemnify and hold free from blame the Heron Banks Golf and River Estate Homeowners' Association (herein after referred to as "HOA") its officials, directors and where applicable its employees in respect of any acts and / or alleged negligence or acts of omission or commission in the use of golf carts, privately owned or otherwise, on the Estate Common Property, irrespective of whether I am the owner or beneficial user of such golf cart, which indemnity includes any member of my household, friends or visitors, which may utilize such golf cart, and which use results in any injury or damages, private or public, (including but not limited to legal costs on the attorney and own client scale), to any person or property on the Estate.

I accept full accountability for any member of my household, friends or visitors in respect of the above indemnification.

I further waive all rights to recover from the HOA any loss, damages, costs (including but not limited to legal costs on the attorney and own client scale), claims or other liabilities which the HOA may suffer or incur because of the injury or death of any of the Homeowners or their immediate family or such damages that may have been caused by any actions relating to the use of golf carts on the estate, privately owned or otherwise.

2. I further confirm that I have read the specific rules in respect of the use of golf carts on the estate and common property and undertake to abide by them. I will also ensure that any member of my house hold, friends or visitors will be made aware of the rules pertaining to the use of golf carts on the common property and that they will comply and adhere to these rules.
3. I further agree that I will have no claim for damages against the HOA arising from or regarding any personal injury or any injury to an employee or other homeowners in respect of any damage caused to any person, company or employee, property, including loss of property, whilst on the Estate.
4. I hereby submit proof that I have the required Personal Liability insurance in place which shall be for a sum not less than R10 million, which insurance I undertake to be valid at all times for as long as I am a bona fide homeowner in the Estate
5. This indemnification and holding free of any blame shall endure for an indefinite period, or until such time as I in writing advise HOA that I do not own nor will I make use of a golf cart anymore from such date.
6. I further authorise the Estate Security personnel or HOA members to enforce the Golf Cart rules, should there be a transgression thereof or suspected contravention of the rules in regards to golf carts.

7. I further confirm and agree that there will be full compliance by myself, any member of my house hold, friends or visitors with all relevant legislation and local authority by-laws including but not limited to the following legislation:

- Occupational Health & Safety Act No 85 of 1993, as amended;
- Compensation for Occupational Injuries & Diseases Act, No. 130 of 1993, as amended;
- Labour Relations Act & Regulations Act No. 3 of 1983, as amended;
- Any legislation pertaining to the transportation, loading or unloading of persons or goods while on the estate.

Dated at _____ this _____ day of _____ 20__.

SIGNATURE OF
HOMEOWNER

PRINT NAME:

SIGNATORY FOR AND
ON BEHALF OF HOA,
DULY AUTHORIZED
THERE TO

WITNESS