



4485 Main Road, Hout Bay, Cape Town, South Africa. Tel: 027 21 790 7603 Fax: 086 611 5502 CK 2001/006610/23

### BOOKING FORM / GENERAL TERMS AND CONDITIONS

I \_\_\_\_\_ on behalf of \_\_\_\_\_  
hereby contract Action Pursuit Group cc to co-ordinate / assist in the management, logistics and execution  
of an adventure event to take place:

#### Event Date and Time

Today's Date: \_\_\_\_\_

#### Activities required:

: \_\_\_\_\_

: \_\_\_\_\_

#### Support Services Required:

Venue Hire: \_\_\_\_\_

Catering : \_\_\_\_\_

Accommodation: \_\_\_\_\_

Travel : \_\_\_\_\_

\_\_\_\_\_  
**Signature** ( signing of this form indicates acceptance of the terms and conditions below)

#### Instructions and conditions of reservation.

##### **1** How to book

To secure a booking, this form must be completed in all respects, signed where indicated and a non-refundable deposit of 50 % of the contract price paid forthwith.

On receipt of this booking form and proof of payment you will receive a confirmation notice.

Please ensure that you are in possession of the map showing how to get to the venue and the general information letter if you have not already received these items.

##### **2** Acceptance of terms.

Receipt of your completed booking form and payment represents an acceptance by you of these terms and conditions.

##### **3** Balance of payment

The balance of the cost of the event is payable no less than **14 days** prior to the event date.

**Note:** Reservations made less than 14 days before the event date must be paid in full.

Should further costs be incurred by the client, these costs must be settled in full on presentation of the relevant invoice.

Failure to settle within seven days from date of presentation of invoice will result in

interest at a rate of prime plus four percent being due and payable from date of invoice.

##### **4** Cancellation

If you cancel:

60 - 15 days prior to the event date you receive a full refund less the non-refundable deposit.

14 - 0 days prior to the event date. No refund will be allowed and the full amount will be due and payable.

## 5 Postponements

If you postpone

60- 28 days prior to the event date. No transfer or cancellation fee will be charged and the deposit will remain intact.

28 - 15 days prior to the event date. 50% of the contract price will be charged to transfer your booking date and the deposit will remain intact.

14 – 0 days prior to the event date 100% percent of the contract price will be due and payable.

## 6 Cancellation by Action Pursuit Group

**6.1:** In the unlikely event that we, or our operators have to cancel an event due to any cause other than inclement weather, Action Pursuit Group will make every effort to offer an alternative event.

If the alternative is not acceptable you will be entitled to an immediate and full refund.

**6.2:** Should you or any of your clients commit any breach of the terms and conditions hereof or of any safety rules, we reserve the right (without prejudice to any other rights available to us at law) to cancel this contract forthwith.

## 7 Travel insurance

Participants are personally responsible for arranging their own / groups insurance and the costs thereof. When arranging insurance please ensure that there are no exclusion clauses limiting protection for this type of activity. Please note that participants and their personal property are at all times at their own risk.

Events are run according to pre arranged scheduled times and we cannot be held responsible for any loss or additional costs you may incur as a result of you or the participants inability to meet the scheduled times.

## 8 Health

Please ensure that all your groups participants are aware of the following paragraph.

**“Please consult your doctor for specific advice regarding malaria infected areas. If you are a contagious disease carrier or suffer from any medical condition (IE epilepsy, hemophilia, asthma etc) you must advise us when making your booking. Events are planned to be within the capabilities of anyone who enjoys good health and is moderately fit. Participants are reminded that they must at all times participate within their own physical limits.”**

## 9 Publicity

We reserve the right without notice to make use of any photograph or film taken during the event by our staff for general publicity purposes without payment or permission.

## 10 Persons under the age of twenty one years

The legal guardian of any participant under the age of twenty-one shall be required to sign individuals booking form.

## 11 Choice of law

This contract shall be interpreted according to and governed by the laws of the Republic of South Africa.

## 12 Corporate & Group Booking.

Persons booking on behalf of a group of participants must ensure that Action Pursuit Group is in possession of the groups indemnity forms duly signed by all participants before departure.

## 13 Assumption of risk

I accept full responsibility for any loss I might suffer as a result of injury, illness or damage to or loss of property I or any of my party may sustain during the proposed event from any cause whatsoever or however arising and I indemnify Action Pursuit Group, it's agents, employees and associates harmless against any such claim that may howsoever arise and without derogating from the generality hereof I record that I am aware of the inherent risks involved in playing paintball, river rafting, camping, hiking, abseiling and associated activities being accommodated during the event.

These risks include loss or damage to personal property, injury or fatality, accident or illness in remote places without medical facilities and exposure to temperature extremes or inclement weather. Knowing of the inherent risks and dangers involved I certify that I and my family / party members are fully capable of participating in these activities that Action Pursuit group has allowed me, my family / party to participate in this event subject to the condition that I, my family and the said party will obey lawful instructions of the marshals or their deputies covering any aspect of the event and acknowledge that I am fully bound by and will comply with such instructions.

I voluntarily assume the risk inherent in taking part in such events. My general health is good and there is nothing, which renders me unfit to participate in such events. With my signature I hereby acknowledge having accepted the terms and conditions that appear above.

**Third Party Bookings**

(Section 13 is to be completed by event coordinators, PCO's or any other person arranging a booking on behalf of a third party or corporate group. Participants in the event who have not completed an indemnity with the event coordinator will be required to complete an indemnity form before participating in a Survival Game event as it is a prerequisite of our public liability and field insurance.)