

**WAIVER AND INDEMNITY FORM**

I, the undersigned,

NAME AND SURNAME:	_____
IDENTITY NUMBER:	_____
CELL PHONE NUMBER:	_____

have been invited by The South African Breweries (Pty) Limited (“**SAB**”), and have accepted and agreed of my own free will and volition, to participate in and/or attend the following excursion and/or event (the “**Activity**”):

DESCRIPTION:	_____
LOCATION/S:	_____
DATE/S:	_____

I understand that the Activity may be dangerous and may involve risks of property damage and/or physical injury. I further understand that SAB, its officers, directors, employees, service providers, affiliated companies and agents will not be and/or are not responsible for any injuries, health related issues, property damage or liability that may arise from my participation in the Activity. I assume full responsibility for the decision to take part in the Activity and the consequences thereof.

I hereby irrevocably and unconditionally: (a) release SAB and its officers, directors, employees, service providers, affiliated companies and agents, from and against any and all claims which I or a third party have or may have for any injuries, property damage, pain and suffering, or any other cause of action arising out of the Activity; and (b) indemnify and hold harmless SAB and or any of its officers, directors, employees, service providers, affiliated companies and agents against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys’ fees) and damages, whether direct, indirect, consequential or otherwise, arising from any cause whatsoever from my participation in any way howsoever in the Activity and which I, my family, dependants or other third party may suffer and/or incur.

I hereby consent to: (i) SAB processing my personal information, including my name, telephone number and identity number during and after the course and scope of the Activity; and (ii) SAB transferring my personal information to the relevant third parties in order to make any required travel, delivery or other arrangements, as may be applicable, for my participation in the Activity, which processing and transfer shall take place in accordance with the provisions of the Protection of Personal Information Act 14 of 2013, as amended.

I further consent thereto that, while participating in the Activity, SAB may capture all forms of digital images, photographs, videos, clips, audio clips and other media of me (including my name) (the “**Media**”). I acknowledge, agree and consent thereto that SAB may make media announcements, publish, reproduce or broadcast the Media for promotional purposes for a period of 12 months following my participation in the Activity and without remuneration being made payable to me. I acknowledge and understand that I will have no proprietary rights in the Media.

I acknowledge and agree that any costs and expenses associated with the Activity not expressly stated by SAB to be for the account of SAB, shall be for my own account and not recoverable from SAB in any manner whatsoever.

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**Legal implications and meaning of Waiver and Indemnity:**

I am aware that this document has legal consequences and that if I do not understand its contents or implications, I should discuss same with my legal representatives before signing it.

This Waiver and Indemnity Form and any claims or disputes of any nature whatsoever, shall be governed by the laws of South Africa and may only be instituted in a South African court to the exclusion of all other jurisdictions.

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**Next of Kin**

I hereby consent that SAB may contact and/or notify the following person as my next of kin in the case of an emergency:

NAME AND SURNAME:

\_\_\_\_\_

CONTACT NUMBER:

\_\_\_\_\_

RELATIONSHIP:

\_\_\_\_\_

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**Agreement to Terms of Waiver and Indemnity:**

I understand and accept that SAB and or any of its officers, directors, employees, service providers, affiliated companies and agents do not accept any liability in connection with my participation in the Activity.

I confirm that I understand that this Waiver and Indemnity means that I and any of my dependants, relatives or other third parties shall not have any claim of any kind against SAB (or any of their associates, holding, subsidiary and/or affiliated companies, officers, directors, employees, service providers, and agents) in connection with my participation in the Activity.

I agree to the terms of this Waiver and Indemnity and authorisation.

\_\_\_\_\_  
(Full names and surname of Signatory)

Signed on this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Signature