

Below is a **comprehensive draft of Terms & Conditions, including an Indemnity clause**, tailored for Sudwala Funsclapes, a recreational and adventure facility in Mpumalanga, South Africa, offering activities like 4x4 trails, camping, and other outdoor experiences. This draft is based on general industry standards for adventure tourism in South Africa, as well as specific information from web sources about Sudwala Funsclapes and Sudwala Lodge. Since exact Terms & Conditions for Sudwala Funsclapes are not publicly available, this document is a reasoned reconstruction, incorporating typical clauses for similar venues and aligning with South African legal norms, such as the Consumer Protection Act (CPA) and common indemnity practices. Please note that this is a general template and should be reviewed by a legal professional to ensure compliance with local laws and specific operational needs.

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# Terms & Conditions for Sudwala Funsclapes

**Effective Date: June 17, 2025**

Sudwala Funsclapes, located at Weltevreden, Mpumalanga, South Africa, provides recreational and adventure activities, including but not limited to 4x4 trails, camping, hiking, and other outdoor experiences. By booking, participating in activities, or entering the premises, you agree to the following Terms & Conditions, including the Indemnity Agreement.

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## 1. Definitions

- **“Sudwala Funsclapes”**: Refers to Sudwala Funsclapes, its affiliates, employees, agents, contractors, and representatives.
  - **“Participant”**: Any individual engaging in activities, entering the premises, or making a booking at Sudwala Funsclapes.
  - **“Activities”**: All recreational or adventure activities offered, including 4x4 trails, camping, hiking, and other events.
  - **“Premises”**: The property and facilities at Weltevreden, Mpumalanga, operated by Sudwala Funsclapes.
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## 2. Booking and Payment

2.1. **Reservations**: Bookings for activities, camping, or events must be made in advance through Sudwala Funsclapes’ official booking channels (e.g., website, phone, or authorized agents).

2.2. **Payment**: Full payment is required at the time of booking unless otherwise specified. Payments are non-transferable.

2.3. **Pricing**: Fees for activities, such as 4x4 trails, are per vehicle or per person as advertised. For example, 4x4 trail fees may range from R250–R1,700 per vehicle, depending on the trail

and inclusions (e.g., guides, camping, or park entry). Prices are subject to change without notice.

#### 2.4. Cancellations and Refunds:

- Cancellations made 30 days or more prior to the event/activity are eligible for a full refund, processed within 7 business days.
- Cancellations within 30 days are non-refundable unless otherwise agreed in writing by Sudwala Funscapes.
- No refunds will be issued for no-shows or partial participation.

2.5. **Group Bookings:** For group activities (e.g., 4x4 trails with a maximum of 5–8 vehicles), the lead booker is responsible for ensuring all participants comply with these Terms & Conditions.

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### 3. Participant Responsibilities

3.1. **Eligibility:** Participants must meet the physical, age, and skill requirements for specific activities (e.g., valid driver's license for 4x4 trails). Children under 16 must be accompanied by a responsible adult.

3.2. **Health and Safety:** Participants must disclose any medical conditions, allergies, or disabilities that may affect their ability to safely participate in activities. Sudwala Funscapes reserves the right to refuse participation if safety is compromised.

3.3. **Equipment:** Participants using personal vehicles or equipment (e.g., 4x4 vehicles, camping gear) are responsible for ensuring they are in safe, working condition. Sudwala Funscapes may inspect equipment and deny access if deemed unsafe.

3.4. **Compliance:** Participants must follow all instructions from guides, staff, or signage. Failure to comply may result in removal from the activity without refund.

3.5. **Prohibited Items:** Alcohol, drugs, weapons, or hazardous materials are strictly prohibited unless explicitly permitted (e.g., camping supplies).

3.6. **Environmental Responsibility:** Participants must respect the natural environment, adhere to designated trails, and dispose of waste responsibly. Littering or damaging flora/fauna may result in fines or bans.

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### 4. Indemnity and Acceptance of Risk

4.1. **Acknowledgment of Risk:** Participants acknowledge that activities at Sudwala Funscapes, including 4x4 trails, hiking, and camping, involve inherent risks, including but not limited to personal injury, property damage, or death due to rough terrain, weather conditions, wildlife, or equipment failure. 4.2. **Indemnity Agreement:**

- By participating, you agree to indemnify, hold harmless, and release Sudwala Funscapes, its owners, employees, agents, and affiliates from any liability, claims, damages, or losses arising from participation in activities or presence on the premises, whether caused by negligence, accident, or otherwise, to the fullest extent permitted by law.

- This indemnity extends to all members of your party, including minors under your supervision.
  - Participants assume full responsibility for any damage to personal property (e.g., vehicles, camping equipment) or third-party property caused during activities.
- 4.3. **Minors:** Parents or guardians signing on behalf of minors (under 18) confirm they have explained the risks and accept responsibility for the minor's safety and compliance.
- 4.4. **Insurance:** Participants are strongly encouraged to obtain personal insurance covering injury, property damage, or loss during activities, as Sudwala Funscapes does not provide such coverage.
- 4.5. **Emergency Medical Consent:** In case of emergency, participants authorize Sudwala Funscapes to arrange medical treatment at the participant's expense if they are unable to consent.
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## 5. Safety and Conduct

- 5.1. **Safety Briefings:** Participants must attend mandatory safety briefings before engaging in activities like 4x4 trails. Failure to attend may result in exclusion without refund.
- 5.2. **Alcohol and Drugs:** Operating vehicles or participating in activities under the influence of alcohol or drugs is prohibited and may result in immediate removal and potential legal action.
- 5.3. **Respectful Behavior:** Participants must act respectfully toward staff, other guests, and the environment. Harassment, vandalism, or disruptive behavior may lead to removal and bans.
- 5.4. **Photography/Video:** Sudwala Funscapes may take photos or videos for promotional purposes. By participating, you consent to their use unless you notify us in writing otherwise.
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## 6. Liability and Damage

- 6.1. **Limitation of Liability:** To the extent permitted by the Consumer Protection Act (No. 68 of 2008), Sudwala Funscapes is not liable for any loss, injury, or damage arising from participation in activities, except where caused by gross negligence or willful misconduct.
- 6.2. **Property Damage:** Participants are liable for any damage caused to Sudwala Funscapes' property or equipment, including costs for repair or replacement.
- 6.3. **Force Majeure:** Sudwala Funscapes is not liable for cancellations, delays, or disruptions due to events beyond its control, including weather, natural disasters, or government restrictions.
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## 7. Privacy Policy

- 7.1. **Data Collection:** Sudwala Funscapes collects personal information (e.g., name, contact details) for booking and safety purposes. This data is handled in accordance with the

Protection of Personal Information Act (POPIA). 7.2. **Access to Records:** Participants may request access to their records by submitting a written request, subject to verification. 7.3. **Third Parties:** Personal information will not be shared with third parties except as required for booking, safety, or legal compliance.

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## 8. Cancellations and Changes by Sudwala Funscapes

8.1. **Right to Cancel:** Sudwala Funscapes reserves the right to cancel or modify activities due to safety concerns, insufficient bookings, or unforeseen circumstances. Affected participants will be offered rescheduling or a full refund.

8.2. **Trail Conditions:** 4x4 trails or other activities may be altered or closed due to weather or maintenance. Participants will be notified as soon as possible.

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## 9. Governing Law

9.1. These Terms & Conditions are governed by the laws of South Africa. Any disputes will be subject to the exclusive jurisdiction of the courts in Mpumalanga.

9.2. In case of conflict with the Consumer Protection Act or other applicable laws, those laws will take precedence.

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## 10. Contact Information

For inquiries, cancellations, or complaints:

**Sudwala Funscapes**

Weltevreden, Mpumalanga, South Africa

Phone: +27 (0) 66 064 6486

Website: [www.sudwalafunscapes.com](http://www.sudwalafunscapes.com) Email: [fun@sudwalafunscapes.com](mailto:fun@sudwalafunscapes.com)

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## 11. Acknowledgment

By booking or participating in activities at Sudwala Funscapes, you confirm that you have read, understood, and agree to these Terms & Conditions, including the Indemnity Agreement. You acknowledge the risks involved and accept responsibility for yourself and any minors in your party. A physical or electronic signature may be required on the Guest Indemnity Form before participation.

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