



BOOKING TERMS AND CONDITIONS

1. INTRODUCTION

- 1.1. The headings of the clauses in this document are for the purpose of convenience and reference only and shall not be used in the interpretation of, nor modify nor amplify the terms of this document, nor any clause hereof.
- 1.2. Words Importing:
 - 1.2.1. Any one gender includes the other two genders;
 - 1.2.2. the singular includes the plural and vice versa; and
 - 1.2.3. natural persons includes created entities (incorporated or unincorporated) and vice versa.
- 1.3. In this document, the following terms shall have the meanings:
 - 1.3.1 "we" or "us" or "our" refers to Rock the Route CC, including their brands, employees, representatives and members
 - 1.3.2 "you" or "your" refers to the person making the booking and includes all persons included on the particular booking who will be required to acknowledge receipt and acceptance of these terms and conditions
 - 1.3.3 "participant" includes you and any other person taking part in the trip.
 - 1.3.4 "subcontractor" or "supplier" refers to any person, company, natural or juristic person contracted by us for any accommodation, activities or associated activities forming part of the itinerary
 - 1.3.5 "tour" or "trip" may be used interchangeably and may refer to single day trips or multi-day tours.
- 1.4. Your contract incorporates these terms and conditions and by making a booking with us you confirm your acceptance of these terms and conditions to the exclusion of any other terms and conditions which you may seek to apply to the contract.
- 1.5. This document shall not be interpreted against the party responsible for preparing and drafting it, in other words the contra proferentem rule shall not apply to the interpretation of this document.
- 1.6. We organise and facilitate the tour, which includes the activities, associated activities and services conducted by our subcontractors.
- 1.7. All activities, associated activities and services listed on the proposed itinerary are conducted by subcontractors appointed by us and we will under no circumstances be held liable or take any responsibility for any damages, losses, activity or associated activities conducted by any of our subcontractors.

2. GENERAL TOUR INFORMATION

2.1. BOOKING PROCEDURE

- 2.1.1. You must be a minimum age of 18 years, except where pre-agreed with us, and possess a valid identity document. Non-South African citizens must possess a valid passport and visa.
- 2.1.2. Bookings can be made by contacting us directly by way of email, or by booking through one of our agents.
- 2.1.3. Booking confirmation is subject to you completing and signing this document and paying a pre-agreed deposit. Confirmation of your booking will be made in writing.
- 2.1.4. On receipt of your signed booking form and deposit (as per clause 2.1.3 above) we will forward further useful information to you regarding your trip.
- 2.1.5. Should you fail and/or refuse to pay the full outstanding tour fee 30 days prior to the commencement of the tour, we may at our own discretion and without notice be entitled to regard the booking as cancelled and to fill the vacancy.
- 2.1.6. Late bookings may join the tour upon receipt of prior written consent from us and on an availability basis only.
- 2.1.7 It is your responsibility to check that all details in the invoice and tour outline issued to you are correct and to notify us within ten days of us sending these documents to you if you notice any incorrect information.

2.3. LUGGAGE LIMITATIONS

- 2.3.1. Your permitted luggage is strictly limited to:
 - 2.3.1.1. One large bag (barrel bag or internal framed backpack), with a maximum weight of 20 kilograms per person; and
 - 2.3.1.2. One smaller hand luggage bag, laptop bag or camera bag per person.

2.4. CONFIDENTIALITY

- 2.4.1 Information about you, including names, contact details and any special needs, disabilities or dietary requirements is collected by us. We may disclose this information to our service providers for



BOOKING TERMS AND CONDITIONS

the purpose of providing you with your trip arrangements. Only information necessary for this purpose will be disclosed to them. We need this information to cater for your needs, but it is collected on condition that we have your consent. If you do not agree to our use of such information, we cannot accept you on the trip.

2.4.2 From time to time we may contact you by post or email with newsletters or information about further trips. If you do not wish to receive such information, you should notify us. You have the right to ask us in writing for a data subject access request form to obtain a copy of the information which we hold about you. Any request should be addressed to us at info@rocktheroute.co.za.

2.5. PUBLICITY AND USE OF MEDIA

2.5.1 We reserve the right to take photographs or films of the trip and to use the same in a responsible way in our promotional literature, marketing material, on our social media profiles and on our website. We may also reproduce any comments or reviews that we receive from you unless you do not consent to such use.

3. PRICE POLICY, PAYMENT TERMS AND SURCHARGES

3.1. We reserve the right to alter prices shown in any of our brochures or on our website or in any literature that we send to you and we will inform you of any price changes prior to the issue of your invoice. Once your invoice has been issued then, save in the case of manifest error, any price changes may only be made in accordance with the remaining provisions of these terms and conditions and we particularly draw your attention to the clause A.2.4 below in relation to surcharges

3.2. Deposits are normally 50% of the total cost and are payable at the time of booking. The balance of the total price must be paid at least 30 days prior to the trip commencing unless otherwise arranged with us. You will not be confirmed on the trip until we receive the relevant deposit and if the balance is not paid by the due date then we shall have the right to cancel your booking and inform you in writing.

3.3. Payment of deposits and final payments can (unless otherwise advised) be paid upon receipt of our invoice with a debit or credit card payment link. It can also be made via bank transfer to Rock the Route's nominated bank account.

3.4. Changes in transportation costs (including the cost of fuel) duties, taxes, fees, exchange rates or supplier costs mean that we reserve the right to alter the price of your trip even after the issue of your invoice. No alteration shall be made to the price of your trip within 30 days of the trip commencing.

4. INSURANCE

3.1. Travel, cancellation and health insurance are mandatory for all multi-day trips.

3.2. All insurance arrangements and fees are your sole responsibility and you are expected to arrange your own insurance with a reputable insurer, with protection for the full duration of the tour, and which insurance will cover inter alia personal injury, medical expenses, death, loss of support, disability, loss of luggage, damages and expenses associated with the cancellation or curtailment of any tour before the commencement of this tour, which may arise as a result of your participation in the tour.

3.3. In the event that you should fall ill or should be injured during the tour, you will be responsible for all hospital, doctor, medical and repatriation costs and we will not be liable for any refund of the tour fee for any reason whatsoever.

3.4. A copy of your insurance cover is to be submitted or on hand once confirmed by your insurance provider.

5. SPECIAL REQUESTS

5.1 If you have a special request (including dietary requirements), we will do our best to help, but we cannot guarantee it except as set out below. We will comply with any special request which we have specifically agreed to and confirmed in writing. General confirmation that a special request has been noted or passed on to the supplier or the inclusion of a special request on your invoice or on the acknowledgement of your booking or any other documentation is not confirmation that the request will be met. Unless and until specifically confirmed in writing all special requests are subject to availability. If any additional cost is applicable, it will either be invoiced to you prior to departure or should be paid for locally.



BOOKING TERMS AND CONDITIONS

6. TOUR CHANGES, ALTERATIONS OR CANCELLATIONS

- 6.1. We will endeavour to adhere to the proposed itinerary but reserve the right to unilaterally make changes to the tour and the proposed itinerary in certain circumstances necessitated beyond our control.
- 6.2. We will not be held liable for any compensation to you if we are forced to cancel or in any way change the tour due to, inter alia, but not exclusively to force majeure including war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, fire, adverse weather conditions or other external circumstances beyond our control.
- 6.3. Unforeseen cancellations due to force majeure including war, unrest or any other related circumstances are still subject to the cancellation and bookings terms and do not constitute a valid reason for waiver of the cancellation policy terms.
- 6.4. If you request changes to any facilities, accommodation, activities, associated activities, operator or travel arrangements or any portion of the proposed itinerary, we will not be held liable for any compensation or costs to you whatsoever.
- 6.5. You may change your booking to an alternative date, subject to availability and prior written consent from us, in which case an alteration fee will be charged plus any difference in price. If we are unable to accommodate your request for an alternative date, the cancellation procedure will apply.

6.6. CHANGES AND CANCELLATIONS MADE BY US

6.6.1 We hope and expect to be able to provide you with all the services we have confirmed to you. However, given the nature of our trips and their locations, you are expected to be flexible and accommodate the possibility of alternative arrangements having to be made, even at the last minute and without prior notice. Please note that any published outline itineraries are a guide only, do not form a contractual obligation on us and may be subject to change. In the vast majority of cases any changes will be regarded by us as minor changes. However, if we consider them a "Significant Change" we will endeavour to advise you as soon as reasonably possible. A Significant Change includes, purely by way of example, a significant change of the trip package arising otherwise than as a result of circumstances beyond our control.

6.6.2 In the case of a Significant Change before your departure, we will provide you with three alternatives:

- 6.6.2.1 alternative arrangements of equivalent or of very closely similar standard and price, if available, or
- 6.6.2.2 alternative arrangements of a lower standard together with a refund of the difference in price; or
- 6.6.2.3 cancel your trip with a full refund of all monies paid.

In all three cases, compensation will be paid as detailed in clause 6.8 below unless the change occurs as a result of circumstances beyond our control where clause 6.2 will apply.

6.6.3 In the unlikely event we need to cancel arrangements we will tell you as soon as possible. However, we will not cancel your arrangements less than 30 days before the trip commences unless it is for a reason outside our control as mentioned above.

6.6.4 If we have to cancel your trip arrangements we will provide you with three alternatives:

- 6.6.4.1 alternative arrangements of equivalent or of very closely similar standard and price, if available, or
- 6.6.4.2 alternative arrangements of a lower standard together with a refund of the difference in price; or
- 6.6.4.3 cancel your trip arrangements with a full refund of all monies paid.

Any alternative arrangements or cancellation must apply to all persons included in your booking. In all three cases, compensation will be paid as detailed in clause 6.8 below unless the change occurs as a result of circumstances beyond our control or we cancel as a result of your failure to pay your deposit or the balance or any other sum when due.

6.6.5 We regret that some of our trips can only be operated if a sufficient number of people agree to take part and pay all sums due. If there is insufficient demand, we have the right to cancel the trip in question. If we have to do so, we will inform you no later than 60 days prior to the trip commencing. In this situation, you will then have the choice of the options shown in clause 6.6 together with the option, if possible, of the same trip departing on a different date. Where we cancel for lack of numbers in accordance with this clause 6.6, no compensation or other amounts (for example, the cost of any



BOOKING TERMS AND CONDITIONS

flights) will be payable. In the circumstances any flight arrangements should only be made once we have confirmed to you that sufficient numbers have been booked on the trip.

6.7. CHANGES AND CANCELLATIONS MADE BY YOU

6.7.1 If you want to change your trip in any way you must inform us as soon as possible. We will try to help you, although we cannot guarantee that we will always be able to do this as changes are subject to availability at the time.

6.7.2 Where we can make a change, we will charge for any additional services, facilities, or other items changed, at the price that applies on the day the change is made. In addition, we will also apply an administration charge for each item you want to change as indicated in 6.8 below, together with any further costs we incur, for example from our suppliers, in making your requested changes.

6.7.3 Notice of cancellation of a booking by you must be in writing, and we must acknowledge receipt of your notice of cancellation in writing before the booking will be deemed as being cancelled.

6.7.4 Unless written notice of cancellation is received prior to the issue of your invoice, we will levy a cancellation charge plus the calculated cost of cancelling your arrangements and the expenses and losses we are likely to suffer.

6.7.5 If you are unable to take part in the trip, you may be able to transfer your place to someone else suggested by you and acceptable to us, subject to the following:

6.7.5.1 You must write to us with full details of the person who is to take your place. We must receive this information at least 14 days before departure.

6.7.5.2 If the change can be made, you will have to pay an administration fee as per 6.8, together with any extra costs that we may incur in order to make the change.

6.7.5.3 Anyone who takes part in the trip in your place must agree to these Terms and Conditions.

6.7.5.4 Please note that scheduled airlines often do not allow any name changes within a certain period prior to departure and generally not at all after flight tickets have been issued.

6.7.6 If you are unable to take part in the trip, you may move your booking to a future date, subject to the following:

6.7.6.1 The date that you choose to move your trip to is within 12 months of the original date of departure of your trip.

6.7.6.2 The tour date that you would like to move your booking to has sufficient availability.

6.7.6.3 If the change can be made, you will have to pay an administration fee as per 6.8, together with any extra costs that we may incur in order to make the change.

6.7.6.4 Please note that scheduled airlines often do not allow any changes within a certain period prior to departure and generally not at all after flight tickets have been issued.

6.8. CHANGES AND CANCELLATION CHARGES

6.8.1 If you request changes to your trip or the cancellation of your booking, the following service and alteration charges may apply. These charges are per change and per person and do not include possible additional costs imposed by suppliers.

6.8.1.1 Request received more than 30 days prior to trip commencing: **ZAR 500**

6.8.1.2 Request received less than 30 days prior to trip commencing: **ZAR 1000**

6.8.2 Cancellation Charges

6.8.2.1 **10- to 30-Day and Charter Tour Cancellation Charges**

Period before trip commences in which notice of cancellation or Significant Change is received	Amount you will receive from us if we make a Significant Change	Amount you will receive from us if we cancel	Amount you will forfeit if you cancel your booking
More than 90 days	0%	Return of full amount paid	5% of total price + fees as above



BOOKING TERMS AND CONDITIONS

More than 60 days but less than 90 days	ZAR200 per person	Return of full amount paid plus ZAR200 per person	5% of total price + fees as above
More than 30 days but less than 60 days	ZAR400 per person	Return of full amount paid plus ZAR400 per person	10% of total price + fees as above
30 Days or less	ZAR600 per person	Return of full amount paid plus ZAR600 per person	25% of total price + fees as above

6.8.2.2 2- to 10-Day Tours / Language Travel / Volunteer Travel Cancellation Charges

Period before trip commences in which notice of cancellation or Significant Change is received	Amount you will receive from us if we make a Significant Change	Amount you will receive from us if we cancel	Amount you will forfeit if you cancel your booking
More than 90 days	0%	Return of full amount paid	5% of total price + fees as above
More than 60 days but less than 90 days	ZAR100 per person	Return of full amount paid plus ZAR100 per person	5% of total price + fees as above
More than 30 days but less than 60 days	ZAR200 per person	Return of full amount paid plus ZAR200 per person	10% of total price + fees as above
30 Days or less	ZAR300 per person	Return of full amount paid plus ZAR300 per person	25% of total price + fees as above

6.8.2.3 Day Trips Cancellation Charges

Period before trip commences in which notice of cancellation or Significant Change is received	Amount you will receive from us if we make a Significant Change	Amount you will receive from us if we cancel	Amount you will forfeit if you cancel your booking
More than 14 days	0%	Return of full amount paid	10% of total price
More than 7 days but less than 14 days	0%	Return of full amount paid	50% of total price
7 Days or less	0%	Return of full amount paid	75% of total price

7. TRAVEL DOCUMENTS

7.1. You are responsible for ensuring that you satisfy all passport, visa, travel insurance and health certificate requirements and we accept no responsibility for any refusal of travel or entry into any destination or for any liabilities, losses, delays or expenses incurred through any irregularity in such documentation. If you have any



BOOKING TERMS AND CONDITIONS

queries with regard to documentation and insurance requirements you must raise them with us well in advance of the trip commencing. Any information provided by us with regard to travel documentation is given in good faith but without responsibility on our part.

8. HEALTH PRECAUTIONS, SAFETY AND ACCOMMODATION

8.1. We will provide general advice to you, if requested, as to what vaccinations and other health precautions are usually required for your destination or activity. It is your responsibility to verify such advice with appropriately qualified medical personnel and that you have received any necessary or advisory vaccinations or medication. We reserve the right to require you to produce evidence of such vaccinations or medication and may cancel, without payment of compensation, your place on the trip if any such vaccinations or medication have not been obtained. It is your responsibility to ensure that you take any necessary medication whether before, during or after the trip. Any health information provided by us is provided in good faith but will only be a general overview of any health hazards and requirements for the trip. In the circumstances any such advice given by us should not be regarded as a substitute for specific and detailed medical advice for you and you should raise any particular concerns with your own doctor.

8.2. Our trips involve strenuous activity in remote regions and it is your responsibility to ensure that you have the necessary level of fitness and health to complete the trip. You may be required to complete a Medical Declaration form and full particulars must be given of any previous or existing conditions that may affect your ability to complete the trip. You may be required to authorise disclosure by us of any such conditions to any medical personnel that we or our suppliers may use in connection with the trip or whilst on the trip. We reserve the right at any time to require you to produce medical evidence of your ability to complete the trip. We reserve the right to cancel your place on or to leave the trip, even if the trip has already commenced, and without repayment of any sums paid or other compensation, should any information on any Medical Declaration form be incorrect.

8.3. Whilst on the trip you are required to adhere at all times to the advice and instructions given by staff retained by our suppliers to supply any services which form part of the trip.

8.4. Given some of the remote locations of our trips you must be aware that standards of accommodation, hygiene and health and safety precautions are unlikely to be as high as you are accustomed to and, in the circumstances, there is an increased risk of injury and illness and that medical care standards will not be as accessible or as comprehensive as in your residing country.

8.5. If you fall ill or suffer an injury or, in our supplier's opinion, are not able to continue with the trip, we reserve the right, following consultation with you, to require you to either leave the trip entirely or for a period or to not take part in a particular aspect of the trip.

8.6. You should be aware that due to the nature of our trips you may be required to share washing facilities and bedrooms/dormitories.

9. YOUR DUTIES

9.1. It is mandatory for all passengers to wear seat belts when our vehicles are in motion. All luggage will be transported in trailers behind our vehicles, or at the back of the vehicle, if necessary.

9.2. Whilst we shall endeavour to provide advice on health, safety and security matters before and whilst on the trip, you must accept that you must behave responsibly in relation to your own safety and security and that of others on the trip.

9.3. We are committed to responsible and sustainable tourism. In the circumstances you are expected to respect and obey the laws, culture and customs of the destination country, treat others on the trip and locals with respect and courtesy, observe and obey any instructions, directions, advice, rules and regulations given or imposed by us or those organising any particular activities.

9.4. You will be personally liable for any damages suffered to property or person by us or any third party (including loss of business or reputation) as a result of your actions or negligence.

9.5. In the event of you failing to comply with the terms of this section, we and our suppliers reserve the right in our absolute discretion to require you to leave the trip if your behaviour falls short of the standards expected by us and our suppliers. In such circumstances no compensation of any sort (including the return of any monies paid) shall be payable by us and all rights are reserved by us against you.

9.6. Flights or other travel arrangements to and from the starting point of any trip are not included in the costs payable to us and it is your responsibility to arrange flights (if applicable) separately with an appropriate flight agent or direct with the relevant airline or supplier. Any contract in respect of flights or other travel



BOOKING TERMS AND CONDITIONS

arrangements to and from the start point of the trip will be between you and the relevant supplier, agent or airline. You are required to advise us at least 4 weeks before the start of the trip how and at what time (e.g. flight numbers etc.) you propose to arrive at the start point for the trip and also update us immediately with any proposed changes. Where we have agreed to supply transfers or "meet and greet" services, we will endeavour to accommodate any late changes or delays but we cannot guarantee the same and will not be responsible for any losses or additional costs that you may incur as a result of any late changes and/or delays in respect of your arrival at any pick up point and in such circumstances you may be required at your own cost to make your own arrangements to join the trip.

10. COMPLAINTS OR QUERIES

- 10.1. If you have cause for complaint whilst on the trip, you must bring it to the attention of our staff immediately. They will do their best to rectify the situation.
- 10.2. If your complaint is not resolved locally, please follow this up within 4 weeks of your return home by emailing our Tour Operations Manager at info@rocktheroute.co.za and providing all relevant information. If you fail to follow this procedure we may not be able to deal with your complaint.

11. ACKNOWLEDGEMENT OF RISK

- 11.1. When booking with us you voluntarily assume all risks which are associated with the tour.
- 11.2. When booking with us you acknowledge that you are acquainted with, aware of and appreciate the real dangers and risks that are associated with wild animals, wildlife areas, game and nature reserves and/or game lodges arising from the presence of wild, dangerous and unpredictable animals, reptiles, birds and insects and the real risk of suffering bodily harm, injury, illness, death, damages as well as loss of or damage to property, which may arise as a result of an encounter with and/or presence of wild animals, reptile, birds and/or insects. You participate in the tour, the activities and all associated activities entirely at your own risk.
- 11.3. When booking with us you agree and acknowledge that you understand the risks, hazards and dangers inherent in and related to the tour, the activities and associated activities organised and facilitated by us and our subcontractors which could result in damages, disease and personal injury including death.
- 11.4. The carriage and storage of all baggage and personal effects are at all times your own risk and we cannot accept any liability for any loss or damages of baggage or personal effects for any reason whatsoever.

12. LIABILITY, RESPONSIBILITY & INDEMNITY

- 12.1. We will not be liable or responsible for any damages of whatsoever nature (including but not limited to any personal injury, death and/or damage to property) that you may sustain arising from any cause whatsoever, including negligence.
- 12.2. we will not be liable where any failure in the performance of the contract is due to:
 - 12.2.1 you; or
 - 12.2.2 a third party unconnected with the provision of the trip arrangements and where the failure is unforeseeable or unavoidable; or
 - 12.2.3 unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised; or an event which we or our suppliers, even with all due care, could not foresee or forestall.
- 12.3. Our liability will also be limited in accordance with any relevant international convention in relation to the provision of travel or accommodation services which are incorporated into and form part of your contract with us and we are to be regarded as having all the benefit of any limitation of compensation contained in such conventions.
- 12.4 Unless otherwise expressly indicated by us in writing, excursions or other tours that you may choose to book or pay for whilst on the trip and which are not included in the price of the trip, are not part of the trip arrangements provided by us. For any such excursion or other tour that you may book, the contract will be with the operator of the excursion or tour and not with us. We are not responsible for the provision of such excursions or tours or for anything that happens during the course of its provision by the operator even if a member of our staff accompanies the relevant tour or excursion.
- 12.5. When booking with us you waive any and all liabilities and/or claims of whatsoever nature or cause, howsoever arising, which you or your dependants, heirs, trustees, executors, administrators, third parties and/or



BOOKING TERMS AND CONDITIONS

assigns might have against us, and release us against any and all liability and/or claims that may arise or accrue to yourself, your dependants, heirs, trustees, executors, administrators, third parties and/or assigns.

12.6. Without derogating from the generality of this document, should we for any reason whatsoever not be found to be protected by the contents of this document (in whole or in part) and found to be liable to you or any of your dependants, heirs, trustees, executors, administrators, third parties and/or assigns for any loss or damage allegedly suffered, then and in that event our liability in respect thereof shall be limited to the actual proven and direct loss only, such liability however, shall not exceed R 100,000.00 (one hundred thousand rand).

12.7. Under no circumstances whatsoever will we be liable for any claim after the expiration of a period of 3 (three) months after the occurrence of the event which gave rise to the claim, unless you or your dependants', heirs', executors', administrators' and/or assigns' claim is the subject of a pending legal action in which a Summons has been issued and served on us within the aforesaid period.

12.8. Nothing in these Terms and Conditions affect any statutory rights that you may have under the relevant jurisdiction applicable pursuant to clause 14.

13. ACCURACY OF INFORMATION

13.1. All specific information supplied in any pre-departure Trip Summary or Information Pack or on our website is correct at the time of publication. Any other information contained in any marketing or preliminary information is designed to provide a general overview of the types of trips we undertake and the counties visited and should not be regarded a representation forming part of the contract with you.

14. JURISDICTION / GOVERNING LAW

14.1. Any dispute, claim or other matter of any description (and whether involving personal injury or not) which arises out of or in connection with the trip must be brought in the Republic of South Africa. This Agreement and all modifications and amendments hereof shall be governed by and construed under and in accordance with the laws of the Republic of South Africa. The Parties agree and consent to the jurisdiction of the Magistrate's Court having jurisdiction over a Party in respect of all legal proceedings connected with this Agreement notwithstanding that the value of the matter in dispute may exceed the jurisdiction of the Magistrate's Court.

15. COMMUNICATIONS

15.1. We generally communicate with our customers by email and via WhatsApp after booking and latest within 3 weeks of departure. By making a booking with us you agree to such electronic communication method being used.

15.2. That the onus is on you to ensure that your email details are kept up to date, that your email system is operating correctly (including checking that any spam filters are not preventing receipt) and that you check for emails from us on a regular basis as we cannot be responsible for any losses or inconvenience suffered as a result of your email system not operating correctly and/or your failure to check email communications regularly.

16. WHOLE DOCUMENT, NO VARIATION

16.1. This document, together with all annexures, addendums, indemnities, contracts and/or itineraries attached hereto, constitutes the whole agreement between yourself and us and no variation, cancellation, novation or deletion of any provision of this document shall be binding unless reduced to writing and signed by you and an authorised representative of our company.

17. SEVERABILITY

17.1. Each of the indemnities, disclaimers, waivers, releases and other provisions of this document are separate and severable provisions which are individually and jointly enforceable.

17.2. In the event that any one or more of the provisions of this document are found to be invalid, unlawful and/or unenforceable such provisions will be severable from the remaining provisions and the remaining provisions shall continue to be valid, in full force and effect.

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