

WAIVER OF LIABILITY

General Release of Liability, Waiver of Claims and Indemnity Agreement

Before completing this Agreement, take the time to scroll through and make sure you understand all of the information being asked of you and being provided to you. This is a legal document and you will be expected to take the time to read it and think about it before completing it and sending it back to Wild Africa Tours. Please print this document complete in hard copy and submit it to Wild Africa Tours. Anyone participating must complete and sign a WAT Release/Waiver/Indemnity. Like many tours, activities, sports and adventures, there are risks and it is important that you carefully consider them.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT - BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

PLEASE READ CAREFULLY

COUNTRY: _____

PROVINCE / STATE: _____

RESERVATION NUMBER: _____

ARRIVAL DATE: _____

GROUP ORGANIZERS NAME: _____

PARTICIPANTS FIRST NAME: _____

PARTICIPANTS SURNAME: _____

ADDRESS: _____

CITY: _____

POSTAL CODE: _____

WORK PHONE: _____

HOME PHONE: _____

DATE OF BIRTH: / /

E-MAIL: _____

GUARDIAN: _____

(Reqd if under 18 years)

WITNESS: _____

WAIVER OF LIABILITY

TO: WILD AFRICA TOURS hereinafter referred to as the operator.

DEFINITION

In this agreement the term "Game drives / Whitewater / River Rafting / Kayaking / Outdoor Activities/ all Activities shall include all activities in any way related to all activities included on your chosen or made to measure tour /program, and including, but not limited to, orientation and instruction sessions, transportation or travel to and from the activity / drive or starting point, loading and unloading of vehicles, trailers, rafts and boats, camping, backpacking, fishing, hiking, travel by road, foot and all recreational activities offered (hereinafter referred to as "The Activities").

ACKNOWLEDGEMENT - OUTDOOR / TRANSFER VEHICLE / ADVENTURE SAFETY

I acknowledge that I have been advised to wear a helmet and lifejacket while river rafting. Instruction in the proper use of the helmet and lifejacket is available from the guides. I am aware that the physical exertion required for all activities offered by the Operator (The Activities) and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, symptoms, or congenital defects. I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with The Activities. I acknowledge that I am not nor will I be under the influence of drugs or alcohol while participating in the activities.

ASSUMPTION OF RISKS

I am aware that "the Activities" involve risks, dangers, and hazards including, but not limited to: accidents which occur during transportation or travel to and from the starting points for the activities, the overturning or upsetting of rafts or boats; sudden violent and unexpected movement of the boat or raft; entrapment by trees, logs, rocks or equipment; hypothermia due to exposure to very cold water and/or weather conditions; falling from the boat or raft into long sections of continuous rapids; impact or collision with rocks, trees, logs, deadfall, other vessels, and other boating equipment; encounters with domestic or wild animals; high winds; equipment failure; variation in the water conditions, surfaces and currents; and negligence of other boaters and rafters; falling, tripping or sliding on trails. I am also aware that fishing, hiking, backpacking, camping and back country travel involve many risks, dangers and hazards, including but not limited to: steep slopes in their natural state that may contain many obstacles and hazards; terrain that may not have been travelled on or climbed before and is not regularly patrolled or inspected; becoming lost or separated from the guide or party; rock slides; rapid and extreme change in weather conditions; close proximity to wild animals; negligence of other participants. Communication in bush terrain can be difficult and, in the event of an accident, rescue and medical treatment may not be available. I am also aware that there is a risk of NEGLIGENCE ON THE PART OF THE OPERATORS, INCLUDING THE FAILURE BY THE OPERATORS AND THEIR STAFF TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

YOUR INITIALS HERE » _____

WAIVER OF LIABILITY

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of THE OPERATORS agreeing to my participation in the Activities and permitting my use of its equipment, vehicles, parking, accommodation, river rafting and other outdoor adventure facilities (hereinafter referred to as the "rafting and outdoor adventure facilities"), and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE OPERATORS AND THE PROVINCE, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, GUIDES, INSTRUCTORS, INDEPENDENT CONTRACTORS, SUBCONTRACTORS AND REPRESENTATIVES (all of whom are hereinafter referred to as the "RELEASEES") AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer as a result of my participation in the Activities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF THE ACTIVITIES REFERRED TO ABOVE;

YOUR INITIALS HERE » _____

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in the Activities;

3. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death;

4. That this Agreement shall be governed by and interpreted in accordance with the laws of South Africa; and

5. That any litigation involving the parties to this Agreement shall be brought within the Province of Mpumalanga, South Africa.

6. PHOTO/DVD RELEASE - I consent to photographs, videos, or any digital image taken of me during my participation in the Activities, and to publication of the photographs, video footage, or other digital imaging by the Operators for advertising, promotional and marketing purposes.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of the Activities, other than what is set forth in this Agreement.

Today's Date: _____

I AGREE: YES _____ (Please Tick)

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

THIS AGREEMENT MUST BE COMPLETED IN FULL, DATED AND SIGNED BY THE PARTICIPANT AND WITNESSED, BEFORE I WILL BE ALLOWED ON THE TRANSFER TO MY DESTINATION.

Persons under the age of 18 must get a parent or guardian to complete the form on their behalf, which will be deemed as consent given for the activities and this document in its entirety shall be binding on the signatory signing on behalf of the participant.

I have read, and understand the stated policies as set forth by the operator and agree to all conditions. I am at least 18 years of age OR my parent or legal guardian has issued consent as specified in this form.