

AWESOME AFRICA TOURS AND ADVENTURES

INDEMNITY FOR TOURS



I (full name) _____

1. accept that the tour (or 4x4) tour may be of an adventurous nature and may involve an element of personal risk.
2. exempt and indemnify "Awesome Africa Tours and Adventures" and its respective directors, officers, employees, representatives and agents against any liability for any loss or damage of whatsoever nature and howsoever arising (including, but not limited to, the client's or any other person's injury or death, or any loss or damage to the client's or any other person's property) which the client or any such other person may incur or suffer as a result of or arising from the clients participation in the tour (or 4x4 tour) and any other activities undertaken on or during the tour (or 4x4 tour), and the client irrevocably and forever releases and discharges "Awesome Africa Tours and Adventures" and its respective director, officers, employees, representatives and agents from any and all such liability incurred whilst travelling on the tour (or 4x4 tour).
3. declare and warrant that the vehicle being used during the tour (or 4x4 tour) is in proper working condition, maintained and is a properly equipped 4x4 vehicle with high ground clearance, low range and high range capability, and where required has Diff-lock or Traction control for certain 4x4 Tours as specified.
4. declare and warrant that the driver, their passengers and any minor children under their care, are medically and legally fit to participate in the tour (or 4x4 tour), and that they do not pose any threat or risk to either themselves or any other tour participant.
5. declare and warrant that the driver is both competent and experienced in driving a 4x4 vehicle off-road , and on 4x4 routes and obstacles of at least Grade 3 level, and are aware that they will be driving along 4x4 routes at their own risk.
4. furthermore exempt the parties as mentioned in paragraph 2, should any claim/action or exhortation be instituted against any such party because of action or neglect thereof on the driver's part, if such action caused damage to a third party or person(s).
5. accept "Awesome Africa Tours and Adventures Terms and Conditions" and voluntarily assume the inherent risk by driving on such tour (or 4x4 tour) and together with my heirs, executors and administrators hereby release "Awesome Africa Tours and Adventures", its members, officers, servants, agents and representatives, from any duty or care towards me, in connection with my driving on any tour (or 4x4 tour), and from liability from all or any claims that could accrue to me or my heirs, executors and administrators arising out of my participation in the tour (or 4x4 tour) or in any related activities irrespective of whether such claim or claims arose through the negligence of any person, or from any of the inherent risks, dangers or hazards of any tour (or 4x4 tour), or of any loss of, or damage to, any property from any cause whatsoever and further indemnify and hold harmless associated persons against any claims, howsoever the same may arise.
6. hereby certify that I have read and understand all the details of this indemnity form.

Signed at thisday of 20

Driver

Signature: _____ Name: _____

Passenger 1

Signature: _____ Name: _____

Passenger 2

Signature: _____ Name: _____

Passenger 3

Signature: _____ Name: _____