

# Mama Tembo Tours Inc.

## 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.

Name of participant: \_\_\_\_\_

Address of participant: \_\_\_\_\_

Name/title/date of tour: \_\_\_\_\_  
(hereinafter referred to as "**this tour**" throughout this document.)

**This tour** is an exceptional travel opportunity, but it is with certain risks, dangers, hazards and liabilities to all participants. These include, but are not limited to, personal injury, death, property damage, expense and other loss, delay and inconvenience, and **this tour's** cancellation and curtailment. All persons taking part in **this tour** are required to accept these and other risks as a condition of their participation. The risks set forth below are intended to enable participants to better understand the various risks involved in **this tour**.

Risks include, but are not limited to:

- Theft, vandalism, or loss of personal property.
- Motor vehicle or traffic accidents and a poor road and transportation system.
- Diseases not common in Canada and the United States of America.
- Exposure to dangerous wildlife.
- Different environmental and weather conditions than those in Canada and the United States of America.
- Laws which are significantly different from those of Canada and the United States of America.
- Medical treatment and facilities that are of far lower standard than those of Canada or the United States of America.
- A significantly higher crime rate than in Canada or the United States of America.
- Hazards resulting from political unrest; military and/or terrorist activity, previous or present; weather; natural disasters; illness; motor vehicle accidents; road conditions; failure of any means of transportation conveyance; quarantine; strike; theft; foreign government restriction or regulation; or other circumstances beyond the control of Mama Tembo Tours Inc.

### ASSUMPTION OF RISKS

I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss, resulting therefrom.

### RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of Mama Tembo Tours Inc. allowing my participation in **this tour** I agree as follows:

1. **To waive any and all claims** that I have or may have in the future against Mama Tembo Tours Inc. and its members, officers, employees, students, agents, volunteers, and independent contractors (all of whom are hereinafter collectively referred to as "the Releasees").
2. **To release the Releasees** from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my participation in **this tour** due to any cause whatsoever **including negligence, breach of contract, or breach of any statutory or other duty of care.**  
(Initial here that you have read paragraph 2: \_\_\_\_\_.)
3. **To hold harmless and indemnify the Releasees** from any and all liability for any damage to the property of, or personal injury to, any third party, resulting from my participation in **this tour**.
4. I understand that it is my responsibility to learn as much as possible about the risks of this tour and to weigh those risks against the advantages, and to decide whether or not to participate.
5. This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity.

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Agreement.

I have read and understood this Agreement and I am aware that by signing this Agreement I am waiving certain legal rights, including the right to sue, which I or my heirs, next of kin, executors, administrators, and assigns may have against the Releasees.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

Signature of participant: \_\_\_\_\_

Mail to: MTT Waiver  
96 East 20<sup>th</sup> Avenue  
Vancouver, BC, Canada  
V5V-1L6

This Agreement must be completed in full, signed, and dated and paragraph 2 must be initialed before the participant may participate in **this tour**.