



Trophy Trackings Hunting Safaris
P.O. Box 252
Outjo
Namibia
Tel: +264-67-312918
Cell: +264-81-2557554
Fax: +264-886-14607
E-mail: orpheus@afol.com.na
www.trophytracking.com

WAIVER, RELEASE AND INDEMNITY AGREEMENT

I, THE UNDERSIGNED, WISH TO ENTER ONTO THE PREMISES AND/OR PARTICIPATE IN THE ACTIVITIES OF TROPHY TRACKINGS HUNTING SAFARIS (“**TTHS**”) AND, IN CONSIDERATION FOR MY BEING PERMITTED TO DO SO, I EXPRESSLY AGREE TO THE TERMS SET OUT IN THIS WAIVER, RELEASE AND INDEMNITY AGREEMENT:

1. I ACKNOWLEDGE THAT ENTERING ONTO THE PREMISES AND/OR PARTICIPATING IN THE ACTIVITIES OF TTHS – INCLUDING BUT NOT LIMITED TO HUNTING EXPEDITIONS, GAME DRIVES, BUSH WALKS, TRANSPORTATION TO AND FROM TTHS AND ANY AND ALL ACTIVITIES ORGANISED BY TTHS, WHICH INCLUDE WITHOUT LIMITATION, THE USE OF SERVICES AND EQUIPMENT, (THE “**ACTIVITIES**”) – HAVE INHERENT RISKS, HAZARDS, AND DANGERS THAT CANNOT BE ELIMINATED DUE TO THE NATURE THEREOF, PARTICULARLY IN A WILDERNESS ENVIRONMENT INVOLVING HUNTING ACTIVITIES.
2. I UNDERSTAND THE RISKS, HAZARDS AND DANGERS MENTIONED ABOVE AND HAVE HAD THE OPPORTUNITY TO DISCUSS THEM WITH TTHS. I UNDERSTAND THAT SOME ACTIVITIES MAY REQUIRE GOOD PHYSICAL CONDITIONING AND A DEGREE OF SKILL AND KNOWLEDGE. I BELIEVE I HAVE THAT GOOD PHYSICAL CONDITIONING AND THE DEGREE OF SKILL AND RESPONSIBILITIES IF I WOULD DECIDE TO PARTICIPATE IN THOSE ACTIVITIES THAT WOULD REQUIRE IT FROM ME.
3. MY ENTERING ONTO THE PREMISES AND/OR PARTICIPATION IN THE ACTIVITIES OF TTHS IS ENTIRELY VOLUNTARY, WHICH I HAVE ELECTED TO DO SO IN SPITE OF THE RISKS. I AM VOLUNTARILY USING THE SERVICES OF TTHS WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ALL RISKS OF INJURY, PARALYSIS, DEATH OR ANY AND ALL LOSS CAUSED IN ANY MANNER WHATSOEVER, INCLUDING BUT NOT LIMITED TO NEGLIGENCE BY TTHS OR ITS EMPLOYEES.
4. I, FOR MYSELF, MY HEIRS, SUCCESSORS, EXECUTORS, AND SUBROGATES, HEREBY KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNITY AND HOLD HARMLESS TTHS, THEIR DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTEERS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTIONS, LIABILITIES, SUITS, EXPENSES (INCLUDING ATTORNEY’S FEES ON ATTORNEY-OWN CLIENT SCALE) WHICH ARE RELATED TO, ARISE OUT OF, OR ARE IN ANY WAY CONNECTED WITH ME ENTERING ONTO THE PREMISES AND/OR PARTICIPATION IN THE ACTIVITIES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE OF ANY KIND OR NATURE, WHETHER FORESEEN OR UNFORESEEN, ARISING INDIRECTLY OUT OF ANY DAMAGE, LOSS, INJURY, PARALYSIS, OR DEATH TO ME OR MY PROPERTY AS A RESULT OF MY ENTERING ONTO THE PREMISES AND/OR PARTICIPATION IN THE ACTIVITIES, WHETHER SUCH DAMAGE, LOSS, INJURY, PARALYSIS, OR DEATH RESULTS FROM NEGLIGENCE OF TTHS OR FROM SOME OTHER CAUSE. I, FOR MYSELF, MY HEIRS, MY SUCCESSORS, EXECUTORS, AND SUBROGATES, FURTHER AGREE NOT TO SUE TTHS AS A RESULT OF ANY LOSS, INJURY, PARALYSIS, OR DEATH SUFFERED IN CONNECTION WITH MY ENTERING ONTO THE PREMISES AND/OR PARTICIPATION IN THE ACTIVITIES OF TTHS.
5. LASTLY, I ALSO CONFIRM THAT I HAVE FULL INSURANCE COVER FOR ANY EVENTUALITIES AND ANY EXPENSES INCURRED BY TTHS UNDER THOSE CIRCUMSTANCES WILL BE FULLY REIMBURSED.

VOLUNTARILY SIGNED ON THIS, THE _____^{RD/TH} DAY OF _____ 20____; AFTER HAVE CAREFULLY READ AND CLEARLY UNDERSTOOD THE TERMS OF THIS WAIVER, RELEASE AND INDEMNITY AGREEMENT; AND WARRANTING MY AGE AS 18 (EIGHTEEN) YEARS OR OLDER.

FULL NAMES: _____ SIGNATURE: _____

IF UNDER 18 (EIGHTEEN) YEARS OF AGE, THE WAIVER, RELEASE AND INDEMNITY AGREEMENT MUST BE ACCOMPANIED BY THE FOLLOWING INDEMNITY, SIGNED AND EXECUTED BY A PARENT OR GUARDIAN:

FOR:

1. FULL NAMES OF MINOR : _____
2. FULL NAMES OF MINOR : _____
3. FULL NAMES OF MINOR : _____

IN CONSIDERATION FOR THE ABOVE MINOR(S) BEING PERMITTED BY TTHS TO ENTER ONTO THE PREMISES AND/OR PARTICIPATE IN THE ACTIVITIES OF TTHS, I – FOR MYSELF AND FOR AND ON BEHALF OF THE SAID MINOR(S), HEREBY WARRANTING THAT I HAVE THE LEGAL AUTHORITY AND CAPACITY TO DO SO AND ACCEPTING ALL RISKS IN THE EVENT THAT I DO NOT – AGREE TO THE TERMS AND CONDITIONS CONTAINED IN THE WAIVER, RELEASE AND INDEMNITY AGREEMENT WHICH I HAVE SIGNED AND EXECUTED PRIOR TO SIGNING THIS PAGE, AND TO WHICH THIS PAGE SHALL BE ATTACHED.

VOLUNTARILY SIGNED ON THIS, THE _____^{RD/TH} DAY OF _____ 20____; AFTER HAVE CAREFULLY READ AND CLEARLY UNDERSTOOD THE TERMS OF THIS WAIVER, RELEASE AND INDEMNITY AGREEMENT; AND WARRANTING MY AGE AS 18 (EIGHTEEN) YEARS OR OLDER.

FULL NAMES: _____ SIGNATURE: _____