



ATV TOUR WAIVER AND INDEMNITY AGREEMENT

In consideration of the following FREEFLY ADVENTURES LTD, FREEFLY ATV TOURS and their directors, officers, employees, guides, and representatives OR THEIR AFFILIATES, ANY BOOKING AGENCY, SHAI HILLS RESOURCE RESERVE, THE FORESTRY COMMISSION OF GHANA, MINISTRY OF LAND AND NATURAL RESOURCES and their directors, officers, employees, guides, and representatives (all of whom are herein after collectively referred to as "the Groupe"),

I hereby agree to the following:

- 1) I waive any & all claims that I have or may in the future have against "the Groupe" their directors, officers, employees, guides, agents, independent contractors & representatives arising out of any aspect of my participation in the ATV Tour.
- 2) I will relieve "the Groupe" from any and all liability for any damage, injury or expense that I may suffer as a result of my use of or my presence on the ATV or facility 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 Civil Liability Act, 1963 (Act 176) on the part of the FREEFLY ADVENTURES LTD.
- 3) I will pay FREEFLY ADVENTURES LTD for any damage to the ATVs or any injury to any agent(s) or employee(s) of "the Groupe" resulting from my participation in the ATV tour;
- 4) I understand that this event is a tour and not a race. I will refrain from reckless driving excess speed and breaking traction. Should I fail to follow the guides reasonable instructions concerning vehicle operation, I accept that my tour may be cancelled on the spot without refund.
- 5) This agreement shall be in effect and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity.
- 6) This agreement shall be governed by and interpreted in accordance within the laws of the Republic of Ghana. Any litigation involving the parties to this Agreement shall be brought solely within the Republic of Ghana. In entering into this Agreement, I am not relying on any oral or written representations or statements made by "the Groupe" with respect to the safety of ATV Tour, other than what is set forth in this Agreement.

Print Name: _____

Date: _____

Signed: _____

If applicable, Parent or Guardian (if participant under 18):
