



# RELEASE, WAIVER OF LIABILITY, AND INDEMNIFICATION AGREEMENT

## **Section 1: Scope of Activities.**

I, the undersigned, wish to engage in a Mt. Kilimanjaro climb, and/or safari and/or adventure activities in and around Tanzania with the assistance of Local Moshi Adventures Limited (also referred to elsewhere in this agreement as “Local Moshi Adventures”). I agree to the terms contained in this document.

## **Section 2: Risks of Adventure.**

I understand that Mt. Kilimanjaro climbs, safaris and adventure activities are dangerous, and that while so engaged I may encounter or be exposed to dangerous wild animals, physical hazards, risks, and other dangers - including but not limited to - serious personal injury to myself and others such as fractures, concussions, internal injuries, paraplegia, quadriplegia, and other forms of permanent paralysis as well as property damage and loss, equipment failure, falls, forces of nature, accidents, and death. I understand that Mt. Kilimanjaro climbs, safaris and adventure activities are highly dependent on localized winds, rainfall, temperature, and other micrometeorology that may be unpredictable and can result in serious injury or death even to the most experienced person. I may also encounter other dangerous and deadly hazards, of which I am totally unaware.

## **Section 3: Assumption of Risks.**

By engaging in the activities described in section 1 and 2, I hereby assume the risk of all the above-mentioned hazards, risks, and dangers while engaged in these activities, including any hazards, risk or dangers caused by other members of my Mt. Kilimanjaro, safari and/or adventure group, as well as all guides and instructors assisting with the adventure/tour/safari, Local Moshi Adventures and it's respective employees, officers, directors, shareholders and owners.

## **Section 4: Release of Liability.**

By engaging in the activities described in section 1 and 2, I AGREE TO THE FOLLOWING RELEASE OF Local Moshi Adventures and it's employees, officers, directors, shareholders and owners (the “Released Parties”):

I HEREBY RELEASE the Released Parties from all liabilities, causes of action, claims and demands that:

- (1) Seek recovery for negligence or for strict liability for abnormally dangerous activities AND
- (2) arise in any way, from any injury, death, loss, or harm that occurs to me or my property while I am engaged in any adventure or safari activities in Tanzania and it's surrounding countries.

I ALSO RELEASE Local Moshi Adventures and all guides and instructors assisting with the adventure, safari or tour, Local Moshi Adventures and it's respective employees, officers, directors, shareholders or owners from all liabilities, cause of action, claims, and demands for product liability arising from any defects in any equipment leased or provided to me by Local Moshi Adventures. The release contained in this section does not extend to claims for intentional or reckless misconduct or for gross negligence or for any other liability that may not be excluded by agreement under Tanzanian Law.

## **Section 5: Death, Injuries or Losses.**

I promise, on behalf of myself, and my heirs and beneficiaries, not to sue any of the Released Parties for any of the claims or causes of action described in section 4 of this agreement.

## **Section 6: Indemnification of Release Parties.**

I ALSO PROMISE TO INDEMNIFY AND DEFEND the Released Parties against any and all claims and demands as described in Section 4 of this agreement. In accordance with this promise, I will reimburse the Released Parties for any damages, reasonable settlements, and defense costs, including attorney's fees, which they incur because of any such claims made against them by me.

## **Section 7: Representations and Duration of Agreement.**

I am eighteen years or older and legally competent to sign this release. I agree that this agreement is binding upon me, my heirs and my personal representatives, executors or administrators. This agreement shall remain in force and effect and shall determine my rights and the rights of the Released Parties for each occasion, at the present and in the future, that I engage in adventures, tours or safaris as described above. Revocation of this agreement shall be effective only if it is communicated in writing to Local Moshi Adventures. If I ever revoke my acceptance of this agreement, I promise that I will cease all recreational activities, tours and/or safaris in and around Tanzania that involve the Released Parties, and I agree that any such revocation will apply only to those recreational activities that occur after such revocation.

**Section 8: Insurance.**

Local Moshi Adventures recommends getting insurance. It is the sole responsibility of the Client to ensure that they carry the correct, comprehensive travel and medical insurance, to cover themselves for the duration of their trip to Tanzania. This insurance should include cover in respect of, but not limited to, the following eventualities: flight cancellation, damage/theft/loss of personal baggage, money and goods, emergency evacuation expenses, medical expenses, repatriation expenses.

Local Moshi Adventures including their representatives, employees and agents will take no responsibility for any costs, losses incurred or suffered by the Client, with regards to, but not limited to any of the previously mentioned eventualities. Client will be charged directly by the relevant service providers for any emergency services they may require, and may find themselves in a position unable to access such services should they not be carrying the relevant insurance coverage.

**Section 9: Passport, Visas and Vaccinations.**

It is the Client’s responsibility to ensure that passports and visas are valid. Local Moshi Adventures and their staff cannot be held liable for any visas, etc. not held by the Clients, or the cost of visas.

Tropical Disease precautions should be commenced prior to departure. Yellow Fever vaccination is required by the Tanzanian Government when entering the country from an infected area. Client is responsible to contact a doctor for specific advice.

**Section 10: Severability.**

I agree that the purpose of this agreement is that it shall be enforceable release of liability and indemnity as broad and inclusive as possible and to the maximum extent permitted by Tanzanian law. I agree that if any provision of this agreement is found to be invalid or unenforceable the remainder shall have full force and effect, and the invalid provision shall be modified or partially enforced to the maximum extent permitted by law to effectuate the purpose of this agreement.

**Section 11: Applicable Law And Attorneys Fees.**

This agreement shall be construed and enforced in accordance with the internal laws of Tanzania. In any litigation in which the validity of enforceability of this agreement is contested, I agree that any party contesting the agreement will pay all attorneys fees and costs of the parties seeking to uphold the agreement.

**I have fully informed myself of the content of this agreement by reading it before signing. I agree that no oral representations, statements or other inducements to sign this release have been made apart from what is contained in this document.**

\_\_\_\_\_  
Name of Climber and Legal Guardian if applicable

\_\_\_\_\_  
Signature of Climber or Legal Guardian

\_\_\_\_\_  
Date