

- ACCIDENT WAIVER AND RELEASE OF LIABILITY -

UNFORGETTABLE ENCOUNTERS WITH ORPHANED ELEPHANTS KENYA JUNE 3-11, 2016

I _____, (print name) hereby knowingly and voluntarily accept all risk to my safety and/or health in participating in any/all activities associated with this tour/activity in Kenya on June 3 - 11, 2016, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, because of their possible liability without fault, loss and damages which they or any of them may suffer as a result of claims, demands, suits, costs or judgments against them or any of them, including any attorney's fees and court costs resulting from any related illness, death or incident associated with my travel, and hereby release, hold harmless and indemnify the organizer, Ruth Yeatman, (RY), the Tour Operator, Fact Safaris (FS), and all of their staff, and the David Sheldrick Wildlife Trust (DSWT) and all of their staff.

I certify that I am physically fit, have sufficiently prepared or trained for participation in this activity, and have not been advised to not participate by a qualified medical professional.

I certify that there are no health-related reasons or problems which preclude my participation in this activity.

In consideration of my application and permitting me to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assign as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this tour activity, THE FOLLOWING ENTITIES OR PERSON: Ruth Yeatman, Fact Safaris, The David Sheldrick Wildlife Trust, their staff, representatives, and agents.

(B) INDEMNITY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in paragraph (A) from any and all liabilities or claims made as a result of participating in this tour activity, whether caused by the negligence of release or otherwise.

I acknowledge that RY, FS, and DSWT and their directors, officers, staff, representatives and agents are NOT responsible for the errors, omissions, acts or failures to act of any party or entity conducting a specific activity on their behalf. I acknowledge that this activity/tour may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss.

The risks include, but are not limited to, those caused by terrain, water, facilities, temperature, weather, conditions of participants, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, participants, staff, monitors, and/or producers of the activity. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity/tour.

I understand while participating in this activity, I may be photographed. I agree to allow my photo, video or film likeness to be used for any legitimate purpose, e.g. future brochures for such tours/activities.

This Accident Waiver and Release of the Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT, AND I SIGN IT OF MY OWN FREE WILL.

Date:

Participant's Name - please print legibly

Age:

Participant's Signature