

## INDEMNITY / WAIVER

I/We the undersigned.

Do on my/our own behalf and on behalf of my /our dependents, minor children, heirs, executors, trustees, successors and assigns hereby acknowledge and agree:

1. That Windhoek Green Belt Landscape Farmerowners, Members, its Employees, Contractors, Successors-in-Title or Assigns (all of whom are hereinafter referred to as WGBL), shall not be liable for any expense, loss, damage or personal injury sustained by me/us or my/our minor children as a result of any past or future act or omission, whether intentional or negligent, breach of contract, or any other cause of whatever nature.
2. To waive and abandon all rights of action, which may arise against WGBL as a result of personal injury, death, expense, loss or damage sustained by me/us and/or my/our minor children before, during and after the hiking programme.
3. That, in no way derogating from the above:
  - a. The use of all and any facilities or property provided, and the partaking of all and any activities reserved, arranged, advised or suggested by MTO is done so at my/our or my/our children's or my/our groups own risk and
  - b. I/we have been warned or made aware of the dangers of wild animals, elephants, bilharzias, harvesting operations, travel and other dangers which exist in the area of the hiking programme reserved or arranged by WGBL.
4. That I/we shall indemnify WGBL against all and any claims or causes of action by any natural or legal person or third party arising from any or my/our or my/our children's past or future acts or omissions.
5. That no variation of this document and it shall be binding unless reduced to writing, agreed to and signed by me/us and WGBL.
6. Any term of this agreement which is or is held to be invalid or unenforceable for any reason whatsoever shall not affect the validity or enforceability of the remaining provisions of this agreement and shall be deemed to be severed from this agreement.

DATED at .....on this.....day of.....20...

**(REQUIRED TO BE SIGNED BY ALL INDIVIDUALS MAKING UP THE GROUP – IN THE CASE OF MINOR CHILDREN UNDER THE AGE OF 21 YEARS BY THE LEGAL GUARDIAN AS WELL AS A CHAIRMAN OR ANY FARMOWNER OR OFFICIAL REPRESENTATIVE OF ANY OF THE MEMBER FARMS OF THE WGBL)**

**Hiker name and his/her signature and his/her witness name and signature**

- 1. Name..... Signature..... \* Witness..... Signature .....
- 2. Name..... Signature..... \* Witness..... Signature .....
- 3. Name..... Signature..... \* Witness..... Signature .....
- 4. Name..... Signature..... \* Witness..... Signature .....
- 5. Name..... Signature..... \* Witness..... Signature .....
- 6. Name..... Signature..... \* Witness..... Signature .....
- 7. Name..... Signature..... \* Witness..... Signature .....
- 8. Name..... Signature..... \* Witness..... Signature .....
- 9. Name..... Signature..... \* Witness..... Signature .....
- 10. Name..... Signature..... \* Witness..... Signature .....
- 11. Name..... Signature..... \* Witness..... Signature .....
- 12. Name..... Signature..... \* Witness..... Signature .....

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NOTED .....NAME.....

Windhoek Greenbelt Landscape Member