

MOZAMBIQUE HORSE SAFARI

RELEASE OF LIABILITY, WAIVER OR CLAIMS, ASSUMPTION OF RISKS AND IDEMNITY AGREEMENT.

By signing this document you will waive certain legal rights, including the right to sue or claim compensation following an accident.

PLEASE READ CAREFULLY.

SIGNATURE:

NAME:	FIRST NAME	INITIAL:	SURNAME:
ADDRESS:	STREET:		
	CITY	COUNTRY:	POST CODE:
BIRTHDATE:			
EMAIL ADDRESS:			
TELEPHONE	HOME:	OFFICE	

DEFINITIONS

In this release agreement the term "Horse Riding" shall include all activities, events or services provided, arranged, organised, conducted or authorised by MOZAMBIQUE HORSE SAFARI including but not limited to travel to and from the Horse Riding stables, riding school lessons, pony camps; and such other activities, events and services in any way connected with or related to Horse Riding.

ASSUMPTION OF RISKS

I am aware that Horse Riding involves many risks, dangers and hazards including, but not limited to: changing weather conditions; exposed rock, or natural objects; trees, tree stumps and forest dead fall; the conditions of the beach on or beneath the sand surface; changes or variation in the terrain used for Horse Riding which may create areas of reduced visibility; changes or variations in the path surfaces or subsurface, exposed holes, collisions with pedestrians, and other vehicles, equipment, or structures; impact or collision with other horses or riders; encounters with wild and domestic animals, violent and unexpected forces and movement which may aggravate previous injuries, being bitten or kicked by the horses, falling off a horse, equipment failure, negligence of other riders and negligence on the part of MOZAMBIQUE HORSE SAFARI including the failure by MOZAMBIQUE HORSE SAFARI to safeguard or protect me from the risks, dangers and hazards associated with Horse Riding. I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting therefrom.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND IDEMNITY AGREEMENT

In consideration of being permitted to participate in Horse Riding and for other consideration, I hereby agree as follows

1. To waive any and all claims that I have or may have in the future against MOZAMBIQUE HORSE SAFARI, and to release MOZAMBIQUE HORSE SAFARI from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer as a result of my participation in Horse Riding; due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory law or other duty of care, and including the failure on the part of MOZAMBIQUE HORSE SAFARI to safeguard or protect me from the risks, dangers and hazards referred to above;
2. To hold harmless and indemnify MOZAMBIQUE HORSE SAFARI from any and all liability for any damage to property of , or personal injury to, any third party resulting from participation in Horse Riding;
3. This Release agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity;
4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of Mozambique and no other jurisdiction.

In entering this Release Agreement I am not relying upon any oral or written representation or statements made by MOZAMBIQUE HORSE SAFARI other than what is set forth in this Release Agreement.

I have read and understand this Release Agreement and I am aware that by signing this release agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, assigns and representatives may have against MOZAMBIQUE HORSE SAFARI

SIGNATURE OF WITNESS
PRINT WITNESS'S NAME CLEARLY

SIGNATURE OF PARTICIPANT
DATE
SIGNATURE OF PARENT/ GUARDIAN IF UNDER 18 YRS OF AGE