

# SIGATOKA RIVER JET TOURS LTD t/a SIGATOKA RIVER SAFARI

## RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

**PLEASE READ CAREFULLY, SEEK LEGAL ADVICE IF YOU WISH AND RETURN**

This agreement is made between Sigatoka River Safari (hereinafter referred to as "the OPERATOR") and

**PLEASE PRINT CLEARLY**

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| Full Name | Age | Telephone | Email |
|-----------|-----|-----------|-------|
|-----------|-----|-----------|-------|

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| Address | City | Province/State | Postal Code/Zip Code |
|---------|------|----------------|----------------------|
|---------|------|----------------|----------------------|

Hotel: \_\_\_\_\_ Rm# \_\_\_\_\_

ID Type \_\_\_\_\_ ID From: \_\_\_\_\_ ID# \_\_\_\_\_

Now this agreement, in consideration of the mutual promises and considerations contained herein, the sufficiency and adequacy of which have been acknowledged by both parties, WITNESSETH AS FOLLOWS:

### DEFINITION

In this agreement the term "Safari Tour" shall include all activities in any way related to the tour itself.

All references to "I" or its derivatives mean the customer (or as applicable) who agreed to partake in the said tour and acknowledge and agree to this statement of **RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY to the Operator.**

### ACKNOWLEDGEMENT – SAFARI TOUR SAFETY

I acknowledge that I have been advised to wear a lifejacket while engaging in the Safari Tour and have been instructed on the proper use of the lifejacket. I am aware that the physical exertion required for the Safari Tour activity and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, symptoms or congenital defects. I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with the safari tour.

### ASSUMPTION OF RISKS

I am aware that the Safari Tour activity involves many risks, dangers and hazards including, but not limited to: changing water flow, currents, collisions with other vehicles, man made or natural things or objects, equipment failure, heat or sun related injuries or illness, fatigue, chill or dizziness, accidents which occur during transportation or travel to and from the river, entrapment or obstruction by boats, other vehicles, people or marine life, sand or rocks, dehydration, the overturning or upsetting of vehicles, negligence of other users and NEGLIGENCE ON THE PART OF THE OPERATOR, INCLUDING THE FAILURE BY THE OPERATOR TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE SAFARI TOUR. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE SAFARI TOUR AND ANCILLARY OR INCIDENTAL ACTIVITIES AND THE POSSIBILITY OF PERSONAL, EMOTIONAL OR CATASTROPHIC INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM WHETHER ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH OR OUT OF MY PARTICIPATION IN OR ASSOCIATION WITH THE SAFARI TOUR.

### RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of THE OPERATOR agreeing to my participation in the Safari Tour Activities and permitting, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE OPERATOR AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, GUIDES, INSTRUCTORS, INDEPENDENT CONTRACTORS, SUB-CONTRACTORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, MANUFACTURERS OF VEHICLES (all of whom are hereinafter referred to as the "RELEASEES") AND TO RELEASE AND FOREVER DISCHARGE THE RELEASEES 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 Water sport Activities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE (mine or the operator's), BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER ANY ACT, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE SAFARI TOUR REFERRED TO ABOVE WHETHER ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH OR OUT OF MY PARTICIPATION IN OR ASSOCIATION WITH THE SAFARI TOUR.
2. TO DEFEND AND HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property or personal injury (including emotional or mental injury) to any third party resulting from my participation or involvement in Water sport Activities and to Indemnify the Releasees from any claims, suits, expenses and costs INCLUDING BUT NOT LIMITED TO all expenses, costs, fees and attorneys costs for damage and personal injury (including emotional injury) to me, or property of any body including mine resulting from any accident, negligent act or omission whether mine or the Releasees.

3. This Agreement shall be effective and binding upon my heirs, next to kin, executors, administrators, assigns, and representatives, in the event of my death or incapacity.
4. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Fiji Islands and no other jurisdiction.
5. Any litigation involving the parties to this Agreement shall be brought solely within the Jurisdiction of the Fiji Islands and shall be within the exclusive jurisdiction of the Courts of the Fiji Islands including but not limited to all questions respecting the execution, construction, interpretation, or enforcement of this Agreement, or the rights, obligations and liabilities of the parties and signatories hereto.
6. This Agreement constitutes the entire agreement between the parties and all prior and contemporaneous conversations, negotiations, possible and alleged agreements, and representations, covenants, and warranties, express or implied, oral or written, with respect to the subject matter hereof, are waived, merged herein and superseded hereby. There are no other agreements, representations, covenants or warranties not set forth herein. The terms of this Agreement may not be contradicted by evidence of any prior or contemporaneous agreement. The parties further intend and agree that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding, if any, involving this Agreement. No part of this Agreement may be amended or modified in any way unless such amendment or modification is expressed in a writing signed by the parties to this Agreement.
7. If any provision of this Agreement is held to be unenforceable or invalid for any reason, the remaining provisions of this Agreement shall be unaffected by such holding.
8. I consent to the use by the Operator of any picture, video, print or other media for commercial or marketing purposes of me in connection with the Safari Tour activity and further consent to receive medical or other treatment which may be deemed advisable or necessary by reasonable men in the event of injury (including mental), accident and or illness during the water sport activity and hereby also agree to indemnify the Operator for any costs, fees or expenses so incurred.
9. I agree to pay for any damage I cause to any vehicle, employee, or agent of the operator, equipment, or facility of the Operator. An estimate of damage may be charged to my card before departure from the Operator's premises.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Operator with respect to the safety of the Safari Tour Activities but rather upon my own judgment and ability, other than what is set forth in this agreement.

**I CONFIRM THAT I AM OVER 18, (or that I am the legal guardian of the minor and act on his/her behalf) HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO VOLUNTARILY SIGNING IT WITH NO PROMISE, GUARANTEE OR INDUCEMENT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS (INCLUDING FUTURE RIGHTS) WHICH I OR MY HEIRS, DEPENDANTS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

**I AM AWARE THAT PARTICIPATION IN THE SAFARI TOUR ACTIVITY IS INHERENTLY HAZARDOUS AND I SO PARTICIPATE WITH SUCH KNOWLEDGE OF THE DANGERS INVOLVED.**

**I UNDERSTAND THAT I AM NOT TO USE OR BE UNDER THE INFLUENCE OF ALCOHOL OR DRUGS OF ANY PROHIBITED KIND DURING USE AND THAT ANY BREACH OF THIS OR ANY CLAUSE IN THIS AGREEMENT FORFEITS ANY TIME REMAINING AND FUNDS DEPOSITED IN ADDITION TO AN ADDITIONAL CHARGE OF \$100.00 USD.**

**I UNDERSTAND THAT ALL THE TERMS OF THIS WAIVER, RELEASE, AND INDEMNITY BINDS ME AS A PASSENGER IF SO APPLICABLE WHETHER PAYING OR NOT.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

**Passengers**

**Signature of Users Adults**

**Print names**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

**Participant Under 16 Years of Age:** As parent/guardian signing this agreement for the above named minor, I acknowledge that I am authorized to sign this agreement for the minor. I acknowledge and agree that I have read the above release, and that by signing this Release on behalf of the minor, the minor and I agree to be bound by its terms. I hereby agree to INDEMNIFY, DEFEND, and HOLD HARMLESS the Releases for any claim or suit arising out of said minor's participation in the activity or said minor's presence on the premises or in the previously mentioned activities.

**Print Minor's Names**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

**Parent/Guardian Signature**

**Date** \_\_\_\_\_