



# The Day Hiking Group

*LGBT Hiking Events in and around Johannesburg*

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

### **DISCLAIMER**

I agree that the Day Hiking Group, its organisers, committee members, and guests are not responsible for any death, illness, injury, loss or damage of any kind sustained by any person while participating in this hiking event and any related activities, caused in any manner whatsoever.

### **DESCRIPTION OF RISKS**

I acknowledge that I am aware of the possible risks, dangers and hazards associated with participating in this hiking event and all related activities, including the possible risk of severe or fatal injury to others or myself. These risks include, but are not limited to:

1. TRAVEL: the risks associated with travel and all related activities including transport by public or private vehicle
2. WEATHER: any injury, illness, death, loss or damage resulting from exposure to weather elements; and/or
3. PHYSICAL: physical injuries such as muscular injuries, bruises, scrapes, cuts, sprains, dislocations, burn wounds, broken bones, and head, facial or dental injuries which might result from an accidental injury; illness resulting from food poisoning or parasites; and/or physical confrontations whether caused by myself, some other person or persons, or any living creatures, wild or domesticated, I may encounter, resulting in injuries and/or death.

I accept and assume all such risks, dangers and hazards and the possibility of personal injury, death, permanent disability, property damage or loss resulting thereof.

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

By participating in the hiking event, I agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have against the Day Hiking Group, its organisers, committee members, and guests as a result of my participation in the hiking event and all related activities;
2. TO RELEASE the Day Hiking Group, its organisers, committee members, and guests from any and all liability from any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my participation in the hiking event and all related activities due to any cause whatsoever;

3. TO INDEMNIFY AND HOLD HARMLESS the Day Hiking Group, its organisers, committee members, and guests from any and all liability for any damage including consequential damages to the property of the relevant hiking venue, or personal injury to, any third party, resulting from my participation in this hiking event and all related activities;

4. IN ENTERING INTO THIS AGREEMENT, I am not relying upon any oral or written representations or statements made by the Day Hiking Group, its organisers, committee members, and guests; other than what is set forth in this agreement.

**ACKNOWLEDGEMENT**

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT, that I have executed this agreement voluntarily, and that this agreement is to be binding upon my heirs, executors, administrators, representatives and myself.

Signed and agreed to by all parties listed below on this day \_\_\_\_\_ at \_\_\_\_\_

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