

Fanifo Lofa Ltd

RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK AND IMDEMNITY AGREEMENT & EQUIPMENT HIRE

This is an important document which sets out your legal rights and obligations when participating in activities provided/supported by Fanifo Lofa Ltd. Would you please read through the document carefully and do not sign the document unless you are satisfied that you understand it. If you have any questions please ask a representative of Fanifo Lofa Ltd. Please initial each page to demonstrate you have read and understand each page and sign and date the last page.

1. DEFINITIONS 1.1 The Participant – (please print clearly)

I,..... &

Date of Birth...../...../..... & Date of Birth...../...../.....

Home address/s.....

City/State/Country.....

Contact address/s

Emergency contact name/s.....

Emergency contact phone no/s.....

1.2 Fanifo Lofa Ltd: including all affiliated and associated servants, employees, agents, CEO, Directors, members etc.

1.3 The Activity: • Kite boarding/ Kite surfing/Wake boarding; • Stand up paddle boarding; • Kayaking; • Surfing; • Snorkelling • Any other activity occurring at Fanifo Lofa Ltd

1.4 The Risks of Activity: 2. Risk of injury or death by colliding with others participating in the same or similar activity; 3. Risk of injury or death by not being able to use equipment properly; 4. Risk of injury or death by aquatic life eg: stingrays, jellyfish, sharks etc; 5. Risk of injury or death by weather conditions including extreme wind, sun exposure etc; 6. Risk of injury or death from slipping or falling. 7. Risk of injury or death by objects in sand such as broken glass, needles, garbage etc.

8. ACKNOWLEDGMENT The participant acknowledges that: (a) I am a consumer of Fanifo Lofa Ltd; (b) I am being supplied with a recreational service by Fanifo Lofa Ltd; (c) The activity is a dangerous recreational activity which involves a significant risk of physical harm; (d) I may be injured in performing the activity; (e) My personal property may be lost, damaged or destroyed in performing the activity; (f) Other people may cause me injury or damage my property in the course of performing the activity; (g) I may cause injury to other persons or damage their property in performing the activity; (h) The natural conditions of which the activities conducted may vary without warning; (i) My participation in the activity is voluntary and I have not been required to Fanifo Lofa Ltd to engage in the activity; (j) I have disclosed any pre-existing medical or other condition that may affect the risk that either I or any other person will suffer injury, loss or damage; (k) Fanifo Lofa Ltd relies on the information provided by me and I state that all such information is accurate and complete; (l) I am aware of the dangers associated with the consumption of alcohol, mind altering substance, drug or other substance which may impair my judgment, physical ability or capacity to safely participate in the activity and accept full responsibility for any injury, loss or damages associated with my consumption of alcohol, mind altering substances, drug or other substances which impairs my judgment, physical ability or capacity to safely participate in the activity; (m) This document recalls the entire agreement between Fanifo Lofa Ltd and myself in relation to the activity and my

participation in it; (n) I have not relied upon any advice, representations or inducement by or on behalf of Fanifo Lofa Ltd in: i. deciding to participate in the activity; ii. signing this document.

9. RISK WARNING 1. I acknowledge that I have been warned of the risks of the activity. 2. I acknowledge that the activity may also involve other risks not noted in the risk of the activity listed on the page 1. of this document. 3. Fanifo Lofa Ltd has placed signs and adequate warnings around the site in which the activity to be performed warning of the risk of any injury and I have read the signs and understand the warnings provided. 4. Fanifo Lofa Ltd has provided me with oral warnings of the risks of the activity and the risks of physical harm in participating in the activity.

10. ASSUMPTION OF RISK Notwithstanding significant risks of physical harm and injury in the activity, some of which are noted above, I agree to participate in the activity at my own risk.

11. DECLARATION FOR MINORS If any participant is under 18 years of age on this day, the declaration must be signed by a parent or guardian of the participant. The persons named below warrant and certify that he or she is the parent or guardian of the child/children named below and the child/children have my/our consent and is capable or participating in the activities. The person(s) named below confirm that he/she has read and understand this declaration, warrant, waiver and release and agrees, on behalf of the child, to be bound by each of those conditions and having done so, signs voluntarily.

Name of Participant #1.....(the child) Aged ...

Name of Participant #2.....(the child) Aged ...

Name of Participant #3.....(the child) Aged ...

Name of Participant #4.....(the child) Aged ...

Signature of Parent/Guardian

Date...../...../.....

Please print name in full.....

Relationship of Parent/Guardian of the child.....

Aged of Parent/Guardian.....

12. WAIVER, RISK AND INDEMNITY 1. I agree that the provisions of any legislative provisions (which provide for an implied warranty that service has been rendered with due care and skill and that any material supplied in connection with those services will be reasonably fit for purpose) are excluded and do not apply to this contract insofar as they relate to liability for death or personal injury arising out of the activity. 2. I agree to release, waiver, discharge and forever hold harmless Fanifo Lofa Ltd its servants, employees and agents from and against any liability arising out of any injury, loss, damage or death caused to me or my property or any other person arising from or in connection with my participation in the activity whether such injury, loss, damage or death was caused directly on indirectly by negligence, breach of contract or any way whatsoever other than where the injury, loss, damage or death was caused solely by the negligence of Fanifo Lofa Ltd, its servants, employees or agents. 3. I agree to indemnify Fanifo Lofa Ltd, its servants, employees or agents from all claims, damages, losses, injuries and expenses arising out of or resulting from my participation in the activity. The indemnification extends to all claims made by any other person against Fanifo Lofa Ltd, its servants, employees or agents in respect of any injury, loss or damage arising out of or in connection with my participation in any activity other than the injury, loss, damage or death was caused solely by the negligence of Fanifo Lofa Ltd, its servants, employees or agents.

13. MISCELLANEOUS 1. I agree to comply with all rules and directions made or given by Fanifo Lofa Ltd in connection with the activity. 2. I understand that if I fail to comply with the rules and/or directions of Fanifo Lofa Ltd I may be injured or injure someone else. 3. Further I understand that I would not be permitted to continue the activity and no refund will be given if I do not comply with all rules and directions. 4. I agree to

report all accidents, injuries or loss or damage sustained by me to Fanifo Lofa Ltd before I leave the site on which the activity is performed. 5. I agree that if I suffer any injury or illness I agree that Fanifo Lofa Ltd may provide or arrange evacuation, first aid and medical treatment any my expense.

14. MEDICAL DISCLOSURE Please outline any medical conditions or other conditions that may be relevant to the performance of the activity.

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Equipment Hire – Fanifo Lofa Ltd

You are applying to hire equipment from Fanifo Lofa Ltd.
Fanifo Lofa is a supplier of Recreational Services as set out in the above waiver

Equipment –

Date -

Deposit/Security or Rental fee –

In hiring the equipment from Fanifo Lofa, and in addition to the above, you further warrant to Fanifo Lofa that:

1. You are over 18 years of age;
2. You have read any rules of participation provided to you, or where such rules are orally explained you have heard and understood them, and agree to abide by them;
3. You are medically and physically capable of participating in the Recreational Activities at a level where the health and safety of yourself, other participants, and members of the public is protected and maintained.
4. If you suffer from asthma or any medical condition that requires medication, you will notify Fanifo lofa at least 24 hours in advance of participating in any Events or Recreational Activities and bring your asthma pump and/or medication with you to all Events and Recreational Activities.
5. You have experience in the Recreational Activities and you have achieved a competency standard in the Recreational Activities whereby you are capable of participating in them independently without supervision and without posing any threat to the health and safety of yourself, other participants or members of the public.
6. You acknowledge and agree that Events and Recreational Activities are not lessons unless explicitly advertised as such and you are solely responsible for your own health and safety when participating in events.
7. You have inspected the hired equipment and are satisfied that it is in good order and repair and fit for purpose.
8. You will indemnify Fanifo lofa for all costs, claims, losses and damages arising from the use of the hired equipment by you or any other person, including but not limited to property damage, personal injury and death suffered by yourself or another person, and the damage, loss, or theft of the hired equipment.
9. You will secure the hired equipment when not in use.
10. You will return the hired equipment within the Time Period specified in good repair and working order, excluding fair wear and tear.

11. If you fail to return the Hired Equipment within the Time Period, or fail to return the Hired Equipment in good repair and working order, you forfeit your deposit. You also agree to indemnify Fanifo Iofa for any loss or damages arising from your failure which exceeds the amount of the deposit.

12. You have read and carefully considered the entirety of this agreement, including but not limited to the above sections on Assumption of Risk, Exclusion of Liability and Waiver, and fully understand, acknowledge and agree to all of the terms and conditions contained in this agreement.

I acknowledge that I have read the terms of this document and that it has been explained to me, I fully understand its terms and that I have given up substantial rights by signing. I sign the document freely and voluntarily without inducement made to me.

Signed..... Signed

Full name..... Full name.....

Date..... Date.....