



FOOT ON AFRICA

LIABILITY WAIVER & ASSUMPTION OF RISK

Applicable to Foot On Africa Safari Lodge & Foot On Africa Activities

This Liability Waiver & Assumption of Risk Agreement ("Agreement") applies to all guests and participants ("you," "participant") engaging in any activities organized, operated, or facilitated by Foot On Africa ("we," "us," "our"), including but not limited to safaris, guided tours, hiking, and outdoor experiences.

By participating in any activity, you agree to the following:

1. Acknowledgment of Risk

You understand and acknowledge that participation in activities offered by Foot On Africa involves inherent risks, including but not limited to:

- Wildlife encounters
- Uneven or unpredictable terrain
- Weather conditions
- Vehicle travel risks
- Physical exertion and outdoor hazards
- Swimming pool use
- Remote locations and limited emergency response access

You voluntarily assume all risks associated with participation, whether known or unknown.

2. Voluntary Participation

You confirm that:

- Your participation is entirely voluntary
- You are physically and mentally fit to take part in the activity
- You have disclosed any relevant medical conditions, illnesses, allergies, injuries, or limitations in advance

Participants acknowledge that engaging in activities while ill or medically unfit may increase personal risk. Foot On Africa reserves the right to deny participation where a condition may pose a safety risk to the participant, staff, or others.

3. Release of Liability

To the fullest extent permitted by law, you agree to release, waive, and discharge Foot On Africa, its owners, employees, guides, contractors, and affiliates from any and all liability for:

- Injury, illness, or death
- Loss, theft, or damage to personal property
- Delays, interruptions, or cancellations
- Any claims arising from participation in activities or use of lodge facilities

This applies even if such incidents occur due to negligence, except where prohibited by law.

4. Personal Property Disclosure & Liability

- Guests are responsible for the safety and security of their personal belongings at all times.
- Clients are encouraged to declare valuable items to management upon arrival.
- Foot On Africa shall not be liable for the loss, theft, or damage of personal belongings unless such items were formally disclosed and entrusted to the company where applicable.
- Undisclosed personal items remain entirely at the owner's risk.

5. Indemnification

You agree to indemnify and hold harmless Foot On Africa against any claims, damages, losses, or expenses (including legal fees) arising from:

- Your actions or negligence
- Failure to follow instructions or safety guidelines
- Damage caused to persons, property, wildlife, or facilities by your conduct

6. Compliance with Instructions

You agree to:

- Follow all safety instructions given by guides or staff
- Use provided equipment properly
- Respect wildlife, lodge facilities, and surrounding communities
- Refrain from behavior that may endanger yourself or others

Failure to comply may result in removal from activities or lodge premises without refund.

7. Medical Consent & Emergency Evacuation

In the event of illness, injury, or emergency:

- You authorize Foot On Africa to seek medical treatment on your behalf where necessary.
- Foot On Africa may assist in arranging emergency evacuation, rescue services, or medical transportation where reasonably possible.
- All medical expenses, evacuation costs, rescue costs, transportation costs, and related expenses remain the sole responsibility of the participant/client unless otherwise agreed in writing.

8. Swimming Pool Disclaimer

- Guests use the swimming pool entirely at their own risk.
- The swimming pool depth is approximately 150 cm.
- There is no designated children's swimming section unless otherwise stated.
- No lifeguard is on duty unless otherwise indicated.
- Children must be supervised by a parent or legal guardian at all times.
- Foot On Africa shall not be liable for accidents, injuries, or incidents arising from the use or misuse of swimming pool facilities.

9. Force Majeure

Foot On Africa shall not be liable for delays, cancellations, interruptions, or inability to perform activities or services due to events beyond our reasonable control, including but not limited to:

- Severe weather conditions
- Natural disasters
- Floods
- Wildfires
- Pandemics or public health emergencies
- Government restrictions or regulations
- Political unrest or civil disturbances
- Strikes or labor disputes
- Road closures or transport disruptions
- Wildlife incidents
- Power outages or communication failures
- Emergencies or unforeseen operational circumstances

10. Insurance Recommendation

Participants are strongly advised to obtain comprehensive travel, medical, evacuation, and personal property insurance prior to participating in activities or staying at the lodge.

11. Photography & Drone Usage Restrictions

- Guests are expected to practice respectful photography etiquette at all times.
- Flash photography should be avoided where unnecessary, particularly around wildlife or during nighttime activities.
- Drone usage is prohibited unless prior written approval has been obtained from Foot On Africa and relevant authorities.
- Drone operation must not disturb wildlife, guests, staff, or local communities and must comply with all applicable laws and aviation regulations.

12. Media Consent

By participating, you acknowledge and agree to Foot On Africa's Privacy & Media Consent Policy regarding the capture and use of photographs and videos.

- Media consent relating to minors must be signed and approved by a parent or legal guardian before any images or videos of minors may be used for promotional or marketing purposes.

13. Digital Acceptance

By making a booking online, signing electronically, checking acceptance boxes, participating in activities, or otherwise using Foot On Africa services, participants acknowledge and agree that electronic acceptance constitutes valid and binding agreement to this Liability Waiver & Assumption of Risk document.

14. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the **United Republic of Tanzania**.

15. Agreement & Signature

By signing below (or by participating in activities), you confirm that:

- You have read and understood this Agreement
- You voluntarily agree to its terms
- You waive certain legal rights, including the right to sue

Participant Name: _____

Passport / ID Number: _____

Phone Number: _____

Signature: _____

Date: _____

For Participants Under 18 Years:

I, the parent or legal guardian of the above-named minor, consent to participation and agree to all terms of this Agreement on behalf of the minor.

Guardian Name: _____

Guardian Passport / ID Number: _____

Guardian Phone Number: _____

Guardian Signature: _____

Date: _____