

Declaration & Indemnity Clause

1) In recognition of the inherent risks of the activity or tour in which I will engage, I confirm that I am physically and mentally capable of participating in the activity. My participation is voluntary, and I will assume financial responsibility for personal injury, accidents, illness and damage to or loss of personal property as the result of any incident or accident that may occur.

2) I understand that this release relates to all claims and liability during or after the trip resulting from a pre-existing medical condition. I have read and completed fully the Medical Forms provided by **MAKWENA** and accept full responsibility for any omissions or errors or any non-compliance on the Medical Form.

3) As it is likely that in these sorts of tours weather must be taken into account. If conditions are such that we have to change arrangements, or we can't follow the suggested itinerary due to bad weather, we will not be able to provide any sort of refund. If there are any other circumstances including but not limited to riot, court or administrative orders, and we have to cancel a tour as a result of these circumstances, we will not be able to provide any sort of refund.

4) If the behavior of any trekker is likely to cause distress or harm to themselves, our member of staff or other team members, our Staff reserve the right to terminate their tour at any time, and they will have to make their own arrangements; we will not be liable for any expenses incurred as a result. We will not entertain any claims arising in case of such actions taken by our staff.

5) If for any reason you have to leave the tour early, you will not be entitled to any refund. We will not be liable for any expenses incurred to you as a result. However, we will try with our best of capabilities to make the arrangements that you can return to the nearest trek base or to a motor able road safely. All expenses arising due to evacuation is to be paid by you.

6) In case of any injuries/illness on the mountain during a tour/activity, **MAKWENA** as a Tour operator will not be responsible. The traveller/customer has to bear all the expenses which may arise in case of any medical exigency or emergency condition.

I, _____ (write your full name in Capital Letters) hereby declare that I have read the above form carefully and understand the same.

Participant's Signature: _____

Date: _____

Place: _____

Personal Details

Name: _____

Address: _____

Contact Number: _____

E-mail: _____

In case of Emergency

Contact Name: _____

Relation with the Participant: _____