



INDEMNITY AND WAIVER

FULL NAME :WEIGHT.....
 IDENTITY/PASSPORT NO :
 CITY OF DOMICILE :
 COUNTRY OF DOMICILE :
 E-MAIL ADDRESS:
 NEXT OF KIN:
 NEXT OF KIN CONTACT DETAILS:
 Where did you hear about us? Email Flyer Radio Press or
 Other.....

THIS IS AN IMPORTANT LEGAL DOCUMENT. ALLOW YOURSELF SUFFICIENT TIME TO CAREFULLY READ AND UNDERSTAND THE ENTIRE DOCUMENT, BECAUSE BY SIGNING IT, YOU ARE AGREEING TO GIVE UP CERTAIN LEGAL RIGHTS.

1. I, the person detailed above, understand that all activities conducted by or at the instance of Orlando Towers (Pty) Ltd ("OT") will expose me to the risk of property loss or damage, personal injury and/or death. I am aware of these risks and freely and voluntarily choose to assume all risks inherent in any such activities, howsoever arising.
2. Accordingly, I hereby absolve, exempt and release OT, its employees, directors, officers, agents and contractors, together with any other person, organization or entity which is or may be liable for any loss or injury to me and/or my property and/or my death from any and all liability, claims, demands, actions or causes of action whatsoever arising out of any damage, loss or injury to me and/or my property or my death while on the premises where such activities are conducted or while preparing for or engaging in or following upon any such activity, directly or indirectly, whether such loss, damage, injury or death results from the negligence and/or other fault either active or passive of any of the persons and/or organizations or entities described above or from any cause whatsoever.
3. I agree never to institute any action or legal proceedings at law or otherwise against any of the persons and/or organizations and/or entities described in 2 above or to initiate or assist in the prosecution of any claim for loss or damages or other cause of action which I may have by reason of injury to my person or property or my death, arising from the activities referred to in this Indemnity and Waiver, whether caused by negligence and/or fault, either active or passive of any of the persons and/or organizations and/or entities described in 2 above or from any other cause whatsoever. I further agree that my heirs, executors and administrators and anyone else claiming on my behalf shall be bound by this Indemnity and Waiver and not institute any action or legal proceedings at law or otherwise against any of the persons and/or organizations and/or entities described in 2.
4. I hereby indemnify and hold harmless the persons and/or organizations and/or entities described in clause 2 from any and all losses, claims, actions or proceedings of every kind and character including attorneys fees and expenses on the attorney and own client scale, which may be presented or initiated by any persons and/or organizations and/or entities and which arise directly or indirectly from my participation in the activities covered by this Indemnity and Waiver, whether resulting from the negligence and/or other fault, either active or passive or any of the organizations and/or persons described in paragraph 2 or from any other cause.
5. I represent and warrant that I have no physical infirmity, except those listed below, am not under treatment for any other physical infirmity or chronic ailment or injury of any nature, and have never been treated for any other of the following conditions or diseases: cardiac or pulmonary conditions or diseases, diabetes, fainting spells or convulsions, nervous disorders, kidney or related diseases, high or low blood pressure. I am not under any medication of any kind at the present time and I do not wear corrective lenses. If I am prescribed corrective lenses, I agree to wear them during the said activities.
 (List infirmities. If not applicable, state "none")
6. I agree that should one or more provisions in this Indemnity and Waiver be judicially determined to be unenforceable, the remaining provisions shall continue to be binding and enforceable against me.
7. I agree and acknowledge that the terms and conditions of this Indemnity and Waiver shall continue in force and effect now and in the future at all times during which I participate in the activities covered by this Indemnity and Waiver, and shall be binding upon my heirs, executors, administrators, personal representatives, and/or anyone else claiming on my behalf. This Indemnity and Waiver supersedes and replaces any prior such agreement I have signed.
8. I warrant that I am over the age of 18 and have full legal capacity to enter into this Indemnity and Waiver. Alternatively, if I am younger than 18, I warrant that I have my legal guardian's permission to undertake the said activities and to enter into this Indemnity and Waiver. Such permission appears from my legal guardian's signature to this Indemnity and Waiver.

I freely and voluntarily agree to all of the above by signing this Indemnity and Waiver on this day of,.....

PARTICIPANT:

NAME:

SIGNATURE:

WITNESS:

SIGNATURE:

GUARDIAN'S PERMISSION (FOR UNDER 18s):

NAME:

SIGNATURE:

IDENTITY NO:

ADDRESS:

TELEPHONE NO:

