

# **AKAGERA NATIONALPARK**

Akagera Management Company, P.O. Box 1448 Kigali (Certificate Number: C/710/2010)

## **RELEASE, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

### **PLEASE READ CAREFULLY**

I, the undersigned, acknowledge that, directly or indirectly, I have requested that I be allowed to participate in certain activities and allowed to utilize certain services provided by Akagera Management Company and/or any commonly owned, related, parent or subsidiary corporations or entities, their owners, officers, directors, agents and employees, whether separately identified herein, and/or any successor and/or assignee (hereafter collectively referred to as "Akagera Management Company").

I acknowledge that Akagera Management Company may have been requested to arrange for me to participate in activities or utilize services provided by other persons, businesses, or entities. I acknowledge that Akagera Management Company has made no representation whatsoever as to the safety or quality of those activities or services but has only made arrangements for my participation in those activities or use of those services as an accommodation to me at my request.

I understand and accept that I am about to engage in activities that pose risks of physical injury and/or death, disease or illness and/or damage to or loss of personal property, as the result of contact with wild animals and plants; remoteness of adequate medical facilities; travel by air, train, automobile, truck, bus, horse, bicycle, ATV, and/or other conveyance while moving to or from any activity site or participating in any activity, including over and through rough terrain and on public or private roads; use of the campground or other facilities; or any other related activity or service.

In consideration of and as part payment for my right to participate in such activities and utilize such services, I PERSONALLY do hereby to the greatest extent permitted by law ASSUME all of the reasonably related and foreseeable risks, whether or not specifically identified herein, of all the activities and services which I or the minor identified below participate in or use. I RELEASE Akagera Management Company from any and all liability, including but not limited to liability arising from Akagera Management Company's negligence. Furthermore, I will INDEMNIFY and hold Akagera Management Company harmless from any and all liability, claims, and demands of every kind and nature whatsoever, including for personal injury, wrongful death, and property damage, which I may ever have, arising directly or indirectly from participation in any and all such activities or use of such services. This includes Akagera Management Company's attorney fees and other costs and expenses associated with defense of such claims and/or the cost of any medical or other expenses incurred for my or such minor's benefit.

I agree that the exclusive venue for any suit or claim against Akagera Management Company for any reason whatsoever shall be the Magistrate or Court of Rwanda. I consent to the jurisdiction of such Courts as to any action against me to enforce this Agreement; agree that this Agreement is to be enforced in accordance with the law of Rwanda; and agree that if any part of this agreement is found to be invalid that all other portions shall be fully enforceable.

No representations contrary to the above have been made to me or, if made, such representations have not been relied upon by me in any way, have not affected in any way my decision to participate in any activity or utilize any service, and have not affected in any way my intention to release, assume risk or indemnify the Akagera Management Company as stated above.