

# RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

#### **DISCLAIMER CLAUSE**

I agree that the University of South Africa, their agents, officers, directors, employees, volunteers, and representatives (hereafter referred to as "UNISA"), are not responsible for any death, illness, injury, loss or damage of any kind sustained by any person or student while I am participating in the field trip and all related activities, caused in any manner whatsoever.

#### **DESCRIPTION OF RISKS**

I acknowledge that I am aware of the possible risks, dangers and hazards associated participating in the Field Trip and all related Activities of the trip, including the possible risk of severe or fatal injury to others or myself. These risks include, but are not limited to:

- 1. TRAVEL: the risks associated with travel and all related activities including transport by public or private motor vehicle, buses, aircraft, etc.
- 2. WEATHER: any injury, illness, death, loss or damage resulting from exposure to weather elements; and/or
- 3. PHYSICAL: physical injuries such as muscular injuries, bruises, scrapes, cuts, sprains, dislocations, broken bones, and head, facial or dental injuries which might result from an accidental injury; illness resulting from food poisoning or parasites: and the possibilities of physical confrontations whether caused by myself or some other person or persons resulting in injuries and/or death.

I accept and assume all such risks, dangers and hazards and the possibility of personal injury, death, permanent disability, property damage or loss resulting thereof.

### RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY

In consideration of UNISA allowing me to participate in the Field Trip and all related activities, I agree as follows;

- 1.TO WAIVE ANY AND ALL CLAIMS that I have or may have against UNISA, and their members, officers, employees, students, agents and independent contractors as a result of my participation in the Field Trip and all related activities;
- 2.TO RELEASE UNISA from any and all liability from any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my participation in the Field Trip and all related activities due to any cause whatsoever;
- 3.TO INDEMNIFY AND HOLD HARMLESS UNISA from any and all liability for any damage including consequential damages to the property of UNISA, or personal injury to, any third party, resulting from my participation in the Field Trip and all related activities;
- 4. IN ENTERING INTO THIS AGREEMENT, I am not relying upon any oral or written representations or statements made by UNISA other than what is set forth in this agreement.

## ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT, that I have executed this agreement voluntarily, and that this agreement is to be binding upon my heirs, executors, administrators, representatives and myself.

Full names and Surname	ID Number	Emergency contact	Signature
Signed this day of	, 20	, at	
Signature of person or Student			