

INDEMNITY

In seeking to participate on a tour offered by Skeleton Coast Adventure Tours CC, its subsidiaries, agents or representatives, hereinafter referred to as *Skeleton Coast Adventure Tours*, I/We do hereby warrant and acknowledge:

1. that my general health is good and there is nothing which renders me unfit to undertake the tour;
2. that I understand and appreciate fully that there may be risks, hazards and dangers involved to which I would be subjected to and more particularly;
 - a. that it is potentially dangerous to do recreational off-road driving, in particular in areas where 4x4 vehicles are required, including rocky, muddy or sandy dune areas.
 - b. that medical services are not available in remote areas, and that it can take considerable time for medical services to reach a person in need of such medical services;
 - c. that the recovery of a broken vehicle may not be possible in remote areas, including the Namib Desert, and or the Skeleton Coast National Park, and that where a recovery is possible, that it would be potentially expensive and that **I will be responsible to pay for the costs of such a recovery;**
 - d. that I am aware of the potential dangers of exposure to the sun – directly or indirectly – and that serious sunburn may result from unprotected exposure.

I acknowledge that I have read all the relevant documentation detailing the requirements for the tour that I wish to participate in, and that I understand, and accept the general terms and conditions of *Skeleton Coast Adventure Tours* and that I voluntarily assume the risk inherent in taking part in this tour, or any other activity offered by *Skeleton Coast Adventure Tours*.

Furthermore, I, together with my heirs, executors and administrators hereby release *Skeleton Coast Adventure Tours*, its subsidiaries, owners, officers, guides, servants, agents and representatives, from any duty of care towards me, in connection with my participation in this tour, and hereby indemnify, hold harmless and expressly exempt *Skeleton Coast Adventure Tours*, its subsidiaries, owners, officers, guides, servants, agents and representatives from any liability for delay, inconvenience, accident, injury, illness or death to my person, or loss or damage to my property arising from any cause whatsoever irrespective of whether such claim or claims arose as a result of the negligence of any person, or from any of the risks, dangers or hazards inherent to a tour of this nature.

I furthermore undertake to obey all reasonable and lawful instructions of the guides or their deputies and I acknowledge that the following instructions has been given and explained to me by the guides:

1. I must always stay in the guide's tracks except where the guide expressly tells me not to do so.
2. I, and any passengers in my vehicle, must wear a safety belt at all times.
3. I must ensure that all equipment and luggage are fastened properly and to ensure that there are no loose articles either in or on my vehicle that can cause injury or loss.
4. **The driver of the vehicle will not consume any alcohol until we have reached our destination for the day and the guides confirmed that the driving is done for the day.**
5. In the event of getting stuck, I understand that I am in control of the recovery and that I can request any of the guides for assistance. I have also been instructed to keep a safe distance from towropes, winch cables and other recovery equipment such as high-lift jacks. I must also ensure that all passengers are cleared from the vehicle prior to the commencement of any recovery attempts.
6. In the event of getting out of my vehicle I must apply the handbrake, keep the vehicle in gear with the engine switched off and ensure that children are not left unattended in vehicle.
7. I must always attempt to keep the vehicle in front of me in sight and to keep a safe following distance of approximately 50m. I must wait for the vehicle in front of me to clear the obstacle or dune before following. I must make use of the radio supplied to me to determine whether the vehicle in front of me cleared the obstacle and whether it is safe for me to follow. I must inform the vehicle behind me when I cleared the obstacle.
8. I will strictly adhere to the policy of *not leaving anything behind apart from our tracks*, all garbage and waste produced by my vehicle will be carried with me for the duration of the trip and dumped at a suitable place after the trip.

ALL PARTICIPANTS TO INITIAL HERE

TOUR NAME / DESCRIPTION: SKELETON COAST EXPEDITION

START DATE: 13.11.2023

END DATE: 21.11.2023

VEHICLE REGISTRATION NR: _____

Tour Tracks4Africa

Signed at _____ this _____ day of _____ 20__

Name & Surname	Namibian ID / Passport Nr	Address	Medical Insurance Provider & Policy Nr	Allergies / Comments	Signature

PLEASE NOTE:

All participants MUST sign this document in order to participate on this tour. Legal guardians to sign on behalf of minors.