

## **KUMINDA FARM - INDEMNITY FORM**

**(to be read, understood, signed by all visitors and emailed to [kumindaculture@gmail.com](mailto:kumindaculture@gmail.com))**

Student/Visitor

(the "Student/Visitor") Name: \_\_\_\_\_

Identification Number: \_\_\_\_\_

Emergency Contact Person: \_\_\_\_\_

Telephone Number(s) of Emergency Contact Person: \_\_\_\_\_

Date of birth (Must be at least 18 years): \_\_\_\_\_

Location: Kuminda Farm

Purpose: Cultural Education on Botswana with particular reference to Ikalanga culture

**IN CONSIDERATION** of Kuminda Farm permitting the Student to participate in the visit to Kuminda Farm, the Student, on behalf of himself or herself and his or her heirs, successors and personal representatives, hereby irrevocably and unconditionally agrees to be bound by the following:

a) **DISCLAIMER:** Kuminda farm, its directors, agents, employees, representatives, successors, affiliates and/or assigns shall not be responsible for any injury, including death, suffered by the Student/Visitor and/or any other person, or for any loss or injury to property of the Student/Visitor and/or any other person, at any time for any reason whatsoever, whether reasonably foreseeable or not including, without limitation, any loss or injury caused by negligence on the part of the Kuminda Farm, and/or its directors, staff, agents, employees, representatives, successors, affiliates and/or assigns.

\_\_\_\_\_  
By initialling, the Student/Visitor and/or any other person acknowledges that he or she/he has read and understands the above clause.

b) **RELEASE:** The Student/Visitor and/or any other person shall behave responsibly and take all appropriate precautions, and assume all risks in connection with the visit and does hereby release and forever discharge Kuminda Farm, including its directors, staff, agents, employees, representatives, successors, affiliates and/or assigns and each of them from any and all actions, causes of action, claims or demands of whatsoever kind and howsoever arising relating to the visit, whether known or unknown, whether reasonably foreseeable or not and which the Student/Visitor and/or any other person now has or at any time hereafter may have arising from any cause, matter or thing whatsoever relating to the visit.

\_\_\_\_\_  
By initialling, the Student/ Visitor and/or any other person acknowledges that he or she has read and understands the above clause.

c) **INDEMNITY:** The Student/Visitor and/or any other person does hereby covenant and agree with Kuminda Farm that the Student/ Visitor and/or any other person will at all times hereafter indemnify and save harmless Kuminda Farm, its directors, staff, agents, employees, representatives, successors, affiliates and/or assigns and each of them from all suits, actions, causes of action, claims or demands of whatsoever kind and howsoever arising, whether known or unknown, whether reasonably foreseeable or not, whether arising from the negligence of

Kuminda Farm, its directors, staff, agents, employees, representatives, successors, affiliates and/or assigns or otherwise which may be made or brought against Kuminda Farm, its directors, staff, agents, employees, representatives, successors, affiliates and/or assigns in any way arising out of the participation of the Student/ Visitor and/or any other person in the visit or otherwise arising, including the costs of defending any such suits, actions or claims on a substantial Indemnity basis.

By initialling, the Student/ Visitor and/or any other person acknowledges that he or she has read and understands the above clause.

**SIGNED ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 20.....**

**By:**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**AS WITNESS:**

\_\_\_\_\_  
**Name of Witness**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**