



## Liability Waiver

I, the undersigned, agree to this release of all claims, waiver of liability and assumption of risk (“Waiver and Release”). I waive any and all claims I may have now and in the future, and release from all liability and agree not to file or pursue legal action against The AFRICAN CONNECTIONS Research and Education Fund, Inc. (ACREF); its officers, agents, incorporators, representatives, employees or contractors [hereafter referred to as “Staff”] for any personal injury, death, property damage, or loss sustained by me as a result of my participation in a tour or experience offered by The AFRICAN CONNECTIONS Research and Education Fund, Inc. due to any cause whatsoever, including without limitation, negligence on the part of The AFRICAN CONNECTIONS Research and Education Fund, Inc.; its Staff, tour partners, or other participants, or death or injury as a result of war, civil unrest or epidemic. I further agree that if I violate this agreement and attempt to bring suit against any part of parties named herein, that I will be held responsible for attorney’s fees and any costs incurred by that person in defending such action.

I am aware that the study tours and events offered, in addition to the usual dangers and risks inherent, has certain additional dangers and risks, some of which include: physical exertion for which I may not be prepared and weather extremes subject to sudden and unexpected change. I accept all the inherent risks of the proposed tour and the possibility of personal injury, death or property damage or loss resulting there from. I acknowledge that the enjoyment and excitement of the proposed form of tour or event is derived in part from the inherent risks incurred by travel and activity beyond the accepted safety of life at home, school or work, and these inherent risks contribute to such enjoyment and excitement, being a reason for my participation. I agree that if I suffer injury or illness The AFRICAN CONNECTIONS Research and Education Fund, Inc. or its Staff can, at my cost, arrange any medical treatment and emergency evacuation service as it or they deem necessary for my health and safety. Further, I agree at all times during the tour, to abide by and comply with any additional instructions given by the tour leader or any other Staff and I accept that non-

compliance may result in injury, death or permanent disability. I understand that non-compliance may, at my cost, result in my removal from the tour.

Participant understands and acknowledges that the tour may involve transportation by various motor vehicles, including, but not limited to shuttle, van or bus transportation. Participant acknowledges and understands the inherent risks associated with these methods of transportation and acknowledges that Participant does not have any medical condition(s) that would prevent Participant from using these methods of transportation or result in any injury or harm to Participant as a result of using these methods of transportation. While Participant understands and agrees that The AFRICAN CONNECTIONS Research and Education Fund, Inc. and its partners and contracted vendors will exercise ordinary and reasonable care in the operation of any motor vehicle used for conveyance on the Tour, Participant understands that The AFRICAN CONNECTIONS Research and Education Fund, Inc. assumes no responsibility, nor does it grant any express or implied warranties relating to other third parties, including other drivers of motor vehicles.

In consideration of her/his participation in the various activities that comprise the Tour, Participant understands and accepts the risks associated with participation in these various activities and agrees that neither The AFRICAN CONNECTIONS Research and Education Fund, Inc.; nor any of its officers, members, managers, incorporators, directors, agents, employees, volunteers, independent contractors, vendors, business partners, or any other individuals or entities associated with ACREF, will be liable for any personal injury, death or damage of any kind whatsoever, unless caused by ACREF's gross negligence or intentional malfeasance.

Participant agrees and acknowledges that ACREF shall not be responsible or liable for any loss, theft or damage whatsoever to any personal property brought on the Tour by Participant, which may occur on or during the Tour. Participant hereby expressly waives any claim which Participant, Participant's heirs, successors, assigns, spouse, family members, or legal representatives may have against The AFRICAN CONNECTIONS Research and Education Fund, Inc. arising from or as a result of any such loss, theft or damage. It is therefore understood that all personal property that Participant brings on the Tour is brought at Participant's sole risk and is Participant's sole responsibility.

In entering this Waiver and Release, I am not relying on any oral, written nor visual representations or statements by The AFRICAN CONNECTIONS Research and Education Fund, Inc. or its Staff or any other inducement or coercion to go on the tour. I confirm that, by my own free will, I have read and understood the Terms and Conditions of this tour or event and Waiver and Release and agree that this Waiver and Release will be binding upon my heirs, next of kin, executors, administrators and successors.

I agree to grant the sponsors of this tour or event to a worldwide, royalty-free license to use my photographic, video, or digital likeness solely for promotional, educational and/or commercial purposes. Participant hereby gives full consent to ACREF to use and publish Participant's likeness on advertisements, and acknowledges that The AFRICAN CONNECTIONS Research and Education Fund, Inc. does not compensate Participants in any manner for the use of images in any of the following: photographs, images, drawings and renderings, and for the use of including but not limited to: ACREF website, brochures, advertisements, bulletins, media releases, newspaper and magazine articles, and any other form of promotion, information and publication, both print and digital.

As a participant on the tour or event, I accept full responsibility for my behavior, well being, and health throughout the tour, which may involve a variety of activities, unfamiliar locations, and modes of travel, including but not limited to: climbing, running, or walking for a longer period than I am used to. I further realize that the tour may involve walking through unfamiliar, narrow, unpaved and/or steep paths, gangways, roads, stairways and driveways. I knowingly and willfully accept these risks and take complete and total responsibility for my behavior, well being and health during the tour or event. I agree to hold neither The AFRICAN CONNECTIONS Research and Education Fund, Inc. nor its Staff, or facility liable in any way should any harm come to me. By applying for inclusion in this activity, I affirm that I have fully understood and agree to these Terms and Conditions, Waiver and Release of Liability.

**Name of Tour:** Focus on Africa Global Seminar: Kenya - 2024

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

**Date:** \_\_\_\_\_, 20 \_\_\_\_

**Participant's Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_

**State/Province:** \_\_\_\_\_

**Country:** \_\_\_\_\_

**Zip/Postal Code:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Passport Number:** \_\_\_\_\_

**Issued by (Country):** \_\_\_\_\_

**Emergency Contact:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Relationship:** \_\_\_\_\_

###



Medical Information [Privileged and Confidential!]

**Name of Primary Care Physician:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_

**State/Province:** \_\_\_\_\_

**Country:** \_\_\_\_\_

**Zip/Postal Code:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

Please advise of any allergies, dietary restrictions or medications below:

**Allergies:** \_\_\_\_\_

\_\_\_\_\_

**Dietary Restrictions:** \_\_\_\_\_

\_\_\_\_\_

**Medications:** \_\_\_\_\_

\_\_\_\_\_

**Notes:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

###