



WAIVER AND INDEMNITY

Name (print):	(“the guest/facilitator”)
Identity Number/Passport Number:	
Physical Address:	
Contact Number: (mobile)	(work)
Emergency Contact Person & Number:	

I, the undersigned, acknowledge & undertake:

1. The undertakings, warranties, indemnities and waivers as herein set out are furnished in favour of Tonglen ("the property"), Antony Tarboton (as owner of Tonglen Retreat Private Houses), the other property owners and operators in the property, and the directors, shareholders, principals, partners, employees, contractors, and agents of all of the aforementioned (collectively and severally "the indemnities").
2. That entry to the property and retreat is at own risk, the farm being situated on the property, a wildlife area, and that I am fully aware of the dangers and risks arising due to the presence of wild animals, reptiles, birds and insects ("wildlife").
3. I acknowledge that I will be participating in activities in and around the property and on and about the farm which are inherently dangerous, including, but not limited to, the viewing and exposure of and to wildlife, bush walks, and on foot, and I understand and accept the risks inherent in these activities, and acceptance of risks extends to those accompanying me for whom I am responsible.
4. I fully accept and understand that my entry to the property, and traversing on the farm, and participation in all and any activities, shall be at my own risk and of those accompanying me for whom I am responsible.
 - 4.1. Acknowledges and agrees that he/she is aware that bodily injury, death or loss of property could occur (directly or indirectly) as a result of his/her use of the transport;
 - 4.2. Acknowledges that there are no company representatives or staff assigned to monitor and supervise his/her safety while present at the property;



WAIVER AND INDEMNITY

5. I confirm that my general health and physical condition is good and there is nothing that renders me unfit to undertake any activities, including, but not limited to yoga, Pilates, hikes, or otherwise, unless expressly indicated at the foot hereof.
6. Acknowledges and agrees that he/she is aware that there are potential risks including, but not limited to the prevalence of communicable, tropical and other diseases in that environment
7. Agrees that he/she shall have no claim of any nature whatever, whether for damages or otherwise, against the company, its incorporators, members, directors, officers, agents and/or employees for any accident, injury, loss, theft, loss of life, bodily and/or personal injury and/or damage caused to the guest/facilitator, whether or not arising out of the negligence of the company and/or its employees, agents and/or invitees or any other cause;
 - 7.1. agrees that neither the company nor its incorporators, members, directors, officers, agents and/or employees (hereinafter collectively referred to as “**the indemnified persons**”) shall be liable for any bodily injury, death and/or loss of property which the volunteer may sustain, inter alia, whilst (i) present at the retreat centre; (ii) being transported to or from on the property (whether or not the guest/facilitator was transported by any of the indemnified persons or such transport was arranged by any of the indemnified persons); (iii) using any facilities at the retreat space; and/or (iv) being involved in the activities;
8. In the event of an indemnified occurrence, any assistance provided by any indemnities shall not be regarded as an admission of liability, all costs with regard to any such assistance, including medical assistance, being the sole responsibility of the guest/facilitator.
9. Note: All food is prepared in a kitchen that uses nuts, lactose & gluten.

I confirm that I have read the aforementioned document and understand the content thereof, and further confirm I am fully conversant with the English language.

Signed on this the _____ (day) of _____ (month) 20 _____ (year)

Guest/Facilitator Signature: _____

