



UPDATED 20/02/20

WAIVER OF LIABILITY & HOLD HARMLESS AGREEMENT

1. In consideration for receiving permission to visit 'Borneo Orangutan Survival (BOS) Foundation' and its associated activities, I hereby **RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** 'Borneo Orangutan Survival (BOS) Foundation', the Board of Trustees of 'Borneo Orangutan Survival (BOS) Foundation', their officers, agents, or employees (hereinafter referred to as **RELEASEES**) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, while participating in such activity, while in, on or upon the premises where the activities are being conducted, **REGARDLESS OF WHETHER SUCH LOSS IS CAUSED BY THE NEGLIGENCE OF THE RELEASEES**, or otherwise and regardless of whether such liability arises in tort, contract, strict liability, or otherwise, to the fullest extent allowed by law.
2. I am fully aware of the risks and hazards connected with visiting 'Borneo Orangutan Survival (BOS) Foundation' and the associated activities, and I am aware that such activities include the risk of injury and even death, and I hereby elect to voluntarily participate in said activities, knowing that the activities may be hazardous to my property and me. I understand that 'Borneo Orangutan Survival (BOS) Foundation' does not require me to participate in this activity. I voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of being engaged in such activities, **WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES** or otherwise, to the fullest extent allowed by law.
3. I further hereby **AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES** from any loss, liability, damage, or costs, including court costs and attorneys' fees that Releases may incur due to my participation in said activities, **WHETHER CAUSED BY NEGLIGENCE OF RELEASEES** or otherwise, to the fullest extent allowed by law.
4. It is my express intent that this Waiver and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a **RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE** the above-named **RELEASEES**. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the law of the host country (Indonesia) and/or the country of the participants nationality and that any mediation, suit, or other



proceeding must be filed or entered only into the courts of the host country (Indonesia) and/or the country of the participants nationality. Any portion of this document deemed unlawful or unenforceable is severable and shall be stricken without any effect on the enforceability of the remaining provisions.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

I **HEREBY CERTIFY** that I have personal health insurance, and will provide evidence of its validity to BOS Foundation's Administration team at hello@orangutan.or.id.

IN WITNESS WHEREOF, I [insert your name] [redacted] have signed this Waiver and Agreement under seal on this.

[redacted] / / [redacted]
Place Date (dd/mm/yyyy)
[redacted]
Signature Witness

[redacted] / / [redacted]
Place Date (dd/mm/yyyy)
[redacted]
Signature Participant