

## **RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK**

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In consideration of being allowed to participate in the **CULTURE AND HISTORY EXPEDITION AND OR SOCCER ADVENTURE** organized by **MOLEMO GHANA TOURS. LLC**, I hereby understand and agree to this release of liability, waiver of legal rights, and assumption of risk and to the terms hereof as follows:

**1.** I acknowledge that MOLEMO GHANA TOURS, LLC activities are recreational activities and participation is subject to mishap and even injury to participants, including the potential for permanent paralysis and death. I understand and acknowledge that MOLEMO GHANA TOURS, LLC activities have inherent dangers that no amount of care, caution, instruction or expertise can eliminate and I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH, PERSONAL INJURY, OR EMOTIONAL DISTRESS SUSTAINED WHILE PARTICIPATING IN THE CULTURE AND HISTORY EXPEDITION AND OR SOCCER ADVENTURE ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.

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**2.** I take full responsibility for, RELEASE AND HOLD HARMLESS **MOLEMO GHANA TOURS. LLC**, their owners, officers, elected officials, agents, contracted service providers, and employees from any and all liability, claims, demands or causes of action that I may hereafter have for injuries or damages arising out of my participation in MOLEMO GHANA TOURS, LLC activities, included, but not limited to, losses CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES.

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**3.** I further agree that I WILL NOT SUE NOR MAKE CLAIM against the Released Parties for damages or other losses sustained as a result of any injury, emotional distress, or death, sustained from my participation in the MOLEMO GHANA TOURS, LLC activities. I also agree to INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS from all claims, judgments and costs including attorney's fees, incurred in connection with any action brought as a result of participation in MOLEMO GHANA TOURS, LLC activities by any of the undersigned.

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**4.** I hereby expressly recognize that this Release of Liability, Waiver of Legal Rights, and Assumption of Risk is a contract pursuant to which I have released any and all claims against the Released Parties resulting from any injury, emotional distress or death, sustained from participation in MOLEMO GHANA TOURS, LLC activities, including any claims for negligence of the Released Parties.

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**5.** If a participant is under 18 years of age, PARENT/GUARDIAN CONSENT TO THIS RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK IS REQUIRED.

I represent that I am the parent or legal guardian of the participant. I waive and release any and all legal rights that may accrue to me as the result of any injury, emotional distress, or death the

participant or I may suffer while engaging in MOLEMO GHANA TOURS, LLC activities. I, as parent or guardian of the minor participant under 18 years of age referenced here, hereby consent to the waiver and release of any and all claims as described in this RELEASE FORM

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**6.** The Atlantic Ocean has strong waves and currents and therefore swimming in it is at you or your child's own risk. There is also the possibility of malaria because of mosquitoes. Diarrhea could also be possible. One could be struck by lightning. Although it is not common, there is the possibility of a snake bite or scorpion attack. Traveling on the group bus and the public transport is at you or your child's own risk. The soccer fields are not grassed and there is a risk of injury, emotional distress or death due to field conditions. I hereby consider myself informed of some of the more common risks but also recognize that not all possible risks are included here. I hold **MOLEMO GHANA TOURS, LLC** harmless should any of these aforementioned things as well as any other accidental happening occur during the trip.

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I HAVE READ THIS RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK AND FULLY UNDERSTAND ITS CONTENTS. I SIGN IT OF MY OWN FREE WILL.

On this day, \_\_\_\_\_ of \_\_\_\_\_ 20 \_\_\_\_\_

Signature of Adult Participant.....

Name of Adult Participant.....

Signature of Minor Participant Parent/Guardian: .....

Name of Minor Participant Parent/Guardian .....

Relationship to minor Participant .....

Name of Minor Participant: .....

**(Please Print)**