

FORESTRY DEPARTMENT’S WAIVER AND RELEASE OF LIABILITY FORM

1. In recognition of the risk of injury while participating in the Tour conducted at the.....
Forest Estate in the Parish , (hereafter referred to as “the TOUR”) and as consideration for the right to participate in the TOUR, I, hereby for myself, my heirs, executors, administrators, assignees or personal and / or legal representatives knowingly and voluntarily enter into this waiver, discharge and release of liability and hereby waive any and all rights, claims, or causes of action of any kind whatsoever arising out of my participation / the participation of my child or ward in the TOUR, and do hereby release and forever discharge the Forestry Department, its members of staff, officers, successors and assigns (hereafter referred to as “the Hosts”); Government of Jamaica, the Ministry of Water, Land, Environment and Climate Change; from any and all liability, claims, demands, damages, actions, or causes of action for damage to or loss of personal property, sickness, injury, death, that may arise as a result of my / his / her participation in the TOUR, even though this liability, claim, demand, may arise from the negligence of the Hosts, the negligence of myself, my child or ward’s negligence of that of third parties, the conditions of the site where the TOUR is conducted or any other cause.
2. I acknowledge that this waiver and release from liability may be used by the Hosts of the TOUR and the GOJ and that it will govern my actions and responsibilities during the TOUR.
3. I acknowledge that this TOUR may involve a test of my physical limits and carries with it the potential for serious injury, property loss, or death and that these risks include, but are not limited to, those caused by terrain, facilities, weather, lack of hydration, vehicular traffic, actions of other people including, but not limited to TOUR participants, volunteers and TOUR monitors.
4. I attest that I am physically fit and am aware that participation in the TOUR could in some circumstances, result in physical soreness and / or injury and I understand that I am solely responsible for my health and safety.
5. This waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under the applicable law.

I HEREBY DECLARE THAT I HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT IN ITS ENTIRETY AND THAT BY SIGNING BELOW, I ASSENT TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THE AGREEMENT.

PARTICIPANT

PARENT / GUARDIAN

Signature

Signature

Name: _____

Name: _____

Address:

Note: Waivers / releases of participants in this event under the age of 18 MUST be signed by a parent or legal guardian.