

# **FAMILY BENEVOLENCE FUND**

## **WAIVER OF LIABILITY/ HOLD HARMLESS AGREEMENT**

- 1) In consideration of my voluntary participation in FAMILY Benevolence Fund Program, I hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Family Leadership, Family members, designated fund administrators (herein referred as the RELEASEES), from any and all liability, claims, demands, action and causes of action whatsoever arising out of or related to any and all issues, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES, or otherwise, while participating in the Benevolence Fund Program.
- 2) I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS the RELEASEES from any loss, liability, damage or costs, including court cost and attorney's fees, that they may incur due to my participation in said activity, WHETHER CAUSED BY OR CONTRIBUTED TO IN WHOLE OR PART by any action or failure to act, negligence, breach of contract, or other misconduct on the part of RELEASEES or otherwise.
- 3) It is my express intent that this Release and Hold Harmless Agreement shall bind the members of my family and my spouse, if I am alive. If am deceased, it shall bind my beneficiaries or personal representatives 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 laws of the United Republic of Tanzania.
- 4) I further hereby agree to submit my payback contribution (replenishment) within 90 days of being notified of the Wedding, send-off, death (occurrence) of a member covered by this fund. This amount may vary from time to time based on the status of the membership of fund account.
- 5) I further hereby affirm that it is my understanding that only members of my immediate family listed herein in my Family Benevolence Fund Registration Form and are covered under the said fund.
- 6) I further agree that it is my sole responsibility to update my membership data with any new members of my family limited to newborn children and spouse in the event of marriage/separation after the initial application submission.
- 7) I further hereby agree and consent that fund administrators at their discretion may verify any reported event like wedding, send-off, sickness or death. I agree to submit all requested documents that may be required before or after the funds are disbursed depending on the request.
- 8) I further hereby agree that my membership fee of Tshs 200,000 and subsequent replenishment to this fund is non-transferable or non-refundable.
- 9) I hereby consent that in case of any disputes, the case shall be referred to the Benevolence fund committee and the committee's decision will be final.
- 10) Notwithstanding all terms and provisions of this program, I further hereby consent that nothing shall be paid to me during the Open Enrollment period or during the 90 days waiting period of new enrollment.

I ....., BY ENROLLING TO THIS FBF AND PAYING YOUR Tshs 200,000. YOU ARE ACKNOWLEDGING AND AFFIRMING THAT you have read the foregoing Waivers, Waiver of Liability and Hold Harmless Agreement, understand it and were willing to enroll voluntarily as your own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement have been made; you are at least eighteen (18) years of age and fully competent; and you have voluntarily executed the release for full, adequate, and complete consideration fully intending to be bound by same.