

## **EXCLUSION OF LIABILITY AND INDEMNITY**

WHERE AS **PAKLAND SERVICES Canada**, located at 3025 Hurantario St. Mississauga, ON, its officers, director, employees is, in the business of providing Hajj services and assisting Hajj Pilgrims to perform their Hajj Pilgrimage in Saudi Arabia ("Services"); AND WHERE AS you are entering into a legally binding agreement with **PAKLAND SERVICES** to provide you with the Services; AND WHERE AS you confirm that you have been advised by **PAKLAND SERVICES** and that you recognize that PAKLAND SERVICES does not own, manage, control or operate any transportation vehicle, hotel, resorts restaurants or other supplier and is not responsible for their acts or omissions;

NOW THEREFORE IN CONSIDERATION of **PAKLAND SERVICES** providing the Services, I agree as follows:

1. **PAKLAND SERVICES** shall not be responsible for, or assume liability in correction with, any loss, damage, expense or injury, whether physical or mental, resulting from any delay, or any act, mission, negligence or commission of any party supplying any of the services or accommodations its agents, servants, employees, subcontractors or for any claims for such loss, damage or injury, whether physical or mental, arising there from or from any cause that arises by reason of actions of parties other than **PAKLAND SERVICE**. Without limiting the generality of the foregoing, **PAKLAND SERVICES** shall not be responsible for, or assume liability in connection with, any injury, damage, death, loss, additional expenses or accidents suffered by me, in any manner whatsoever including as a result of defects in any vehicle, or thought he acts or defaults of any company or person engaged in transporting me.
2. **PAKLAND SERVICES** shall not be responsible or liable in connection with any losses or additional expenses occasioned by me as a result of the acts of God, delay or changes in schedules overbooking or sickness, weather, strikes, war, quarantines, epidemics, pilferage, customs or immigration regulations or other acts or circumstances in this connection beyond **PAKLAND SERVICES** reasonable control.
3. All or any such losses and expenses as aforementioned will be borne by me and will be my sole responsibility to the complete exclusion of **PAKLAND SERVICES**.
4. I FURTHER AGREE to release and forever discharge **PAKLAND SERVICES** from any and all actions, causes of action claims and demand for, upon, or by reason of any damage loss or injury, to me and or any property which may be sustained in consequence of the losses and expenses as aforementioned.
5. I FURTHER AGREE TO INDEMNIFY and save harmless **PAKLAND SERVICES** against and from any and all claims and demands, actions and claims for contributions or indemnify, whether under any statute or otherwise, which may be made or brought against **PAKLAND SERVICES**, including the costs of defense of such action and claim as any such claims or demands relate to my Hajj Pilgrimage.



*Whereever you want to go!*

6. I FURTHER AGREE that **PAKLAND SERVICES** shall not be required to provide any refund so readjustments for Portions of the Services not take nor used by me.
7. I FURTHER AGREE that I will comply with any reasonable direction or instructions issued to me by **PAKLAND SERVICES** or any of its representatives relating to the Services.
8. I FURTHER AGREE that **PAKLAND SERVICES** shall have the exclusive right to withdraw or alter any arrangements in, respect of my Hajj Pilgrimage, as it may deem fit and no refund will be made to me by **PAKLAND SERVICES** as a result of any such withdraw also arrangement or for any unused portion(s) of the Hajj Pilgrimage as a result of such withdraw also rearrangements.
9. I hereby acknowledge that I have read these terms and conditions.
10. I further agree that I am supposed to declare any of medical conditions/allergies or any health Concerns before departing to Hajj pilgrimage, and if any emergencies or accidents happen during the journey or stay in Saudi Arabia I myself will be responsible to deal with them.
11. I also agree that **PAKLAND SERVICES** and the service providers will not be responsible for taking care of physical/ mental/psychological problems and disabilities.

I DECLARE that the above information given in this registration form is true to the best of my knowledge.

This \_\_\_\_\_ day of \_\_\_\_\_, 2011. In The City of \_\_\_\_\_

Witness: \_\_\_\_\_

Signature of registrant: \_\_\_\_\_