

**SPUR GROUP PTY (LTD) INDEMNITY AND DISCLAIMER FORM**

	<b>DATE</b>	<b>VENUE</b>	<b>REGION</b>
Spur MTB League Inter-schools Final	7/8 Oct 2017	Bekker High School, Magaliesburg	All

<i>Official use only</i>	
<b>Organisers:</b>	<b>Amarider</b>
<b>Sponsors:</b>	<b>Spur Steak Ranches</b>

\* All participants, and if the participant is a minor, their parent or guardian, must complete and sign this indemnity and disclaimer form and must initial in each of the spaces provided for below.

<b>NAME &amp; SURNAME OF PARTICIPANT:</b>	
<b>NAME &amp; SURNAME OF PARENT / GUARDIAN:</b>	
<b>SCHOOL:</b>	

**Indemnity and disclaimer agreement**

All participants, and to the extent that any participant is under the age of 18 (Eighteen) years old ("minor"), their parent / guardian who has signed this indemnity and disclaimer form agree to and hereby bind themselves to the following terms and conditions ("the agreement"):

- 1. THE PARTICIPANT UNDERTAKES AND AGREES TO PARTICIPATE IN THE EVENT AND USE THE AREA IN WHICH THE EVENT IS HELD ENTIRELY AT HIS OR HER OWN RISK. THE EFFECT OF THE ABOVE PROVISION IS THAT ALL RISK IN THE PARTICIPATION OF THE EVENT IS BORNE BY THE PARTICIPANT.**
- 2. THE PARTICIPANT AND, TO THE EXTENT THAT ANY PARTICIPANT IS A MINOR, THEIR PARENT / GUARDIAN WHO HAS SIGNED THIS AGREEMENT, HEREBY AGREES, TO THE MAXIMUM EXTENT PERMITTED IN LAW, THAT THEY SHALL HAVE NO CLAIM OF WHATSOEVER NATURE AGAINST THE ORGANISERS AND SPONSORS OR ANY OF THEIR RESPECTIVE HOLDING COMPANIES, SUBSIDIARIES, RELATED OR INTER-RELATED PARTIES, DIRECTORS, PRESCRIBED OFFICERS, MANAGERS, EMPLOYEES, ASSOCIATES, CONTRACTORS, OFFICIALS, ASSISTANTS, HELPERS, REPRESENTATIVES, AGENTS OR SPONSORS (HEREINAFTER COLLECTIVELY**

**REFERRED TO AS "THE PARTIES") FOR ANY DIRECT OR INDIRECT COST, EXPENSE, LOSS OR DAMAGE OF WHATSOEVER NATURE THAT THE PARTICIPANT MAY SUFFER ARISING, DIRECTLY OR INDIRECTLY, FROM ANY INJURY TO THE PERSON OR PROPERTY OF THE PARTICIPANT BY VIRTUE OF THEIR PARTICIPATION IN THE EVENT, INCLUDING TO THE EXTENT THAT SUCH INJURY WAS CAUSED, DIRECTLY OR INDIRECTLY, BY THE NEGLIGENCE OF ONE OR MORE OF THE AFOREMENTIONED PARTIES.**

**THE EFFECT OF THE ABOVE PROVISION IS THAT THE PARTICIPANT AND, TO THE EXTENT THAT ANY PARTICIPANT IS A MINOR, THEIR PARENT / GUARDIAN WHO HAS SIGNED THIS AGREEMENT, MAY HAVE LIMITED OR NO RECOURSE AGAINST THE PARTIES IN THE CIRCUMSTANCES REFERRED TO ABOVE.**

- 3. TO THE MAXIMUM EXTENT PERMITTED IN LAW, NONE OF THE PARTIES SHALL INCUR ANY LIABILITY TO THE PARTICIPANT AND, IF THE PARTICIPANT IS A MINOR, THEIR PARENT / GUARDIAN WHO HAS SIGNED THIS AGREEMENT, FOR ANY DIRECT OR INDIRECT LOSS, COST, EXPENSE OR DAMAGE OF WHATSOEVER NATURE (INCLUDING ANY PATRIMONIAL LOSS) WHICH WAS CAUSED BY OR RESULTS, DIRECTLY OR INDIRECTLY, FROM THE PARTICIPANT 'S PARTICIPATION IN THE EVENT, INCLUDING, BUT WITHOUT LIMITING THE GENERALITY OF THE AFOREGOING, ANY DIRECT OR INDIRECT COST, EXPENSE, LOSS OR DAMAGE CAUSED DUE TO THE PHYSICAL INJURY OR DEATH OF THE PARTICIPANT OR THE PHYSICAL INJURY OR DEATH OF ANY OTHER PERSON AND IN WHICH EVER MANNER THE DIRECT OR INDIRECT COST, EXPENSE, DAMAGE OR LOSS WAS CAUSED, INCLUDING THE NEGLIGENCE OF THE PARTIES (OR ANY OF THEM).**

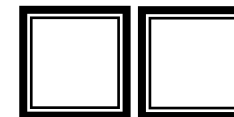
**THE EFFECT OF THE ABOVE PROVISION IS THAT THE PARTICIPANT AND, TO THE EXTENT THAT ANY PARTICIPANT IS A MINOR, THEIR PARENT / GUARDIAN WHO HAS SIGNED THIS AGREEMENT, MAY HAVE LIMITED OR NO RECOURSE AGAINST THE PARTIES IN THE CIRCUMSTANCES REFERRED TO ABOVE.**



4. **TO THE MAXIMUM EXTENT PERMITTED IN LAW, THE PARTICIPANT AND, IF THE PARTICIPANT IS A MINOR, THEIR PARENT / GUARDIAN WHO HAS SIGNED THIS AGREEMENT, INDEMNIFIES AND HOLDS HARMLESS EACH OF THE PARTIES FROM ANY AND ALL LIABILITY FOR ANY DIRECT OR INDIRECT LOSS, COST, EXPENSE OR DAMAGE REFERRED TO IN PARAGRAPH 3 ABOVE AND CONFIRMS THAT THE ACCEPTANCE OF RISK, UNDERTAKING AND INDEMNITY CONTEMPLATED IN THIS AGREEMENT IS ALSO BINDING ON HIS OR HER ESTATE. THE EFFECT OF THE ABOVE PROVISION IS THAT THE PARTICIPANT AND, TO THE EXTENT THAT ANY PARTICIPANT IS A MINOR, THEIR PARENT / GUARDIAN WHO HAS SIGNED THIS AGREEMENT, MAY BE LIABLE TO THE PARTIES IN THE CIRCUMSTANCES REFERRED TO ABOVE.**
  
5. The participant and, if the participant is a minor, their parent / guardian who has signed this agreement, confirms that this agreement extends to his or her arrival at the property on which the event will be conducted and departure there from and attendance at any ceremony or function at the property from which the event will be conducted.
  
6. **TO THE MAXIMUM EXTENT PERMITTED IN LAW, THE PARTICIPANT AND, IF THE PARTICIPANT IS A MINOR, THEIR PARENT / GUARDIAN WHO HAS SIGNED THIS AGREEMENT, ACCEPTS THAT, WITHOUT LIMITING THE GENERALITY OF THE AFORE-GOING, THE PARTIES AND THE OWNERS AND MANAGERS OF THE PREMISES AT WHICH THE EVENT WILL BE HELD SHALL ACCEPT NO RESPONSIBILITY OR LIABILITY FOR ANY DIRECT OR INDIRECT LOSS, COST, DAMAGE, EXPENSE OR INJURY, OF WHATSOEVER NATURE AND HOWSOEVER CAUSED, TO ANY PERSON WHILE ON THE PREMISES AT WHICH THE EVENT WILL BE HELD OR WHILE UTILIZING ANY OF THE FACILITIES THEREON, AS WELL AS IN RESPECT OF ANY DIRECTOR INDIRECT PATRIMONIAL LOSS OR DAMAGE, HOWSOEVER CAUSED, SUFFERED BY ANY PERSON WHILE ON THE PREMISES AT WHICH THE EVENT WILL BE HELD OR WHILE UTILIZING ANY FACILITIES THEREON. THE EFFECT OF THE ABOVE PROVISION IS THAT THE PARTICIPANT AND, TO THE EXTENT THAT ANY PARTICIPANT IS A MINOR, THEIR PARENT / GUARDIAN WHO HAS SIGNED THIS AGREEMENT, MAY HAVE LIMITED OR NO RECOURSE AGAINST THE PARTIES IN THE CIRCUMSTANCES REFERRED TO ABOVE.**
  
7. The participant and, in the case of a participant who is a minor, their parent or guardian who has signed this agreement, confirms that he or she has read and understands the effect of this agreement. For the sake of clarity and the avoidance of any doubt, where any participant

is a minor then such participant is hereby assisted in entering into this agreement by their parent or guardian who signs this agreement. By signing this agreement the parent or guardian of any participant who is a minor furthermore consents to the minor entering into the agreement contemplated herein.

8. To the extent that any provision in this agreement constitutes a stipulatioalteri (i.e. a contract in favour of a third party) in favour of any of the parties, all or any of the parties may accept the benefits of such stipulatioalteri at any time and from time to time.
9. Each sentence, paragraph, term, clause and provision of this agreement and any portion thereof will be considered severable and if, for any reason, any such sentence, paragraph, term, clause or provision is held to be invalid, contrary to, or in conflict with any applicable present or future law or regulation (including, without limitation, the Consumer Protection Act 68 of 2008 ("CPA") and any regulations thereto) or in terms of a final, binding judgment issued by any court, it shall to that extent be deemed not to form part hereof and will not impair the operation of, or have any effect upon such other sentence, paragraph, term, clause or provision hereof as may otherwise remain valid or intelligible, which will continue to be given full force and effect and bind the parties hereto.
10. No term or condition of this agreement is intended to breach any peremptory provisions of the CPA and any regulations thereto, to the extent that same is applicable hereto ("Prohibited Provision"). Any breach of any such Prohibited Provision shall be governed by the provisions of clause 9 mutatis mutandis.
11. The participant agrees to abide by the event rules as stipulated by the parties (or any of them).



**SIGNATURE OF THE PARTICIPANT:**

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**DATE SIGNED:** .....

If the participant is UNDER the age of 18 years, the SIGNATURE of the PARENT/GUARDIAN of such participant is required below otherwise entry and participation by the participant in the event will be prohibited.

**SIGNATURE OF PARENT/GUARDIAN OF THE PARTICIPANT:**

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**DATE SIGNED:** .....