

Club 100 - Rider Indemnity

Name: _____

Date: _____

ID No. _____

Indemnity and disclaimer

All riders agree to and hereby bind themselves to the following indemnity:

1. The rider undertakes and agrees to ride the trails and use the area entirely at his or her own risk.
2. The rider hereby waives and shall have no claim whatsoever against Club100, any land owners(See Attachment 1 and as may be added from time to time), any individual organizer or contractor, official, assistant, helper, representative or agent, the sponsors, any local authority or their employees, hereinafter referred to as the parties, in respect of any injury, loss or damage that the entrant may suffer arising from any injury to the person or property of the entrant, caused directly or indirectly by the negligence, albeit gross, of one or more of the afore-mentioned parties.
3. The riders undertakes not to hold any of the parties liable if he or she or any dependent or his or her estate suffers loss or damage which was caused directly or indirectly from participation on the properties, including, but without limiting the generality of the afore-going, any loss or damage due to physical injury or death or the physical injury or death of another person, or due to patrimonial loss or damage, and in which ever manner the damage or loss was caused, including the negligence of the parties.
4. The rider indemnifies the parties against all liability for above mentioned losses or damages and confirms that this acceptance of risk, undertaking and indemnity is also binding on his or her estate.
5. The rider accepts that, without limiting the generality of the afore-going, the parties and the owners or managers of the venue shall accept no responsibility or liability for any injury, howsoever caused, to any person while on the premises or while utilizing the facilities thereon, as well as in respect of any patrimonial loss or damage, howsoever caused, suffered by any person while on the premises or while utililising the facilities thereon.
6. Should the rider be a minor, the parent, guardian or adult supervisor of the minor confirms that the minor is riding the trails on the farms at his or her own risk and indemnifies the parties against claims by such minor.
7. The rider or, in the case of a minor, the parent or guardian, confirms that her or she has read and understands the effect of this indemnity.
8. All or any of the parties may accept the benefits which accrue to them in terms of this indemnity at any time after it has been signed by the participant.
9. I agree to abide by the code of conduct as stipulated by Club 100 and/or the landowners, including the waiver.

Riders Signature: _____ Date: _____

If the individual is under the age of 18 years the signature of a parent/guardian is required without which use of the trails is prohibited.

Parent/Guardian: _____
Name Signature

Date: _____

Club 100 Plettenberg Bay - Rider Indemnity

Attachment 1

Landowners

1. MTO Forestry (Pty) Ltd (Trading as Cape Pine)
2. SAN Parks
3. Cairnbrogie Dairy Farm
4. PG Bison
5. Geo Parks