

Recce Mission**LIMITATION OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT (“the INDEMNITY”)**

I, the undersigned, do hereby confirm that I have read and understood the Recce Mission Terms and Conditions (including Event Rules) contained therein and do hereby warrant by my signature that I consider myself bound by them.

WHEREAS:

1. I intent to participate in one of the Recce Mission 2019 events (herein after referred to as the “Event”) that has been arranged by Cycling Recreation and Outdoors Company (CROC) (Pty) Ltd (herein after referred to as the “Event Organiser”) and represented by Johannes Cornelius Luther Erasmus, ID No. 6306165132080 (herein after referred to as the “Race Director”).

Description of Risks

2. The Event is a competitive individual or team event where mountain bike riders and trail runners compete against each other, nature and themselves;
3. The Event is subject to the requirements of third party permits issued by land owners or custodians of land through which the Event traverses (hereinafter collectively referred to as “Third Party Permits”);
4. In consideration of the Event, I hereby acknowledge that I am participating as an individual or in a team in an adventurous event in a remote, outdoors environment with co-athletes, and that I am fully aware of, and have acquainted myself with, the risks and hazards associated with or arising from the aforementioned Event, including but not limited to:
 - a. the Event may include rough terrain and other obstacles on-route, including traffic on provincial, district roads and forestry roads, as well as construction, farming or other equipment on private roads, and that I will be using such roads or terrain with my co-participants during the Event;
 - b. the Event will require strenuous physical activity, including, but not limited to, (i) off-road mountain biking for the MTB Mission, MTB Jammie and MTB Light Duty events, (ii) trail running for the Trail Mission, Trail Jammie and Trail Light Duty events, or (iii) both off-road mountain biking and trail running for the Dual Mission event, as well as crossing rivers, mountains and other hazards;
 - c. the Event will be physical and may be injurious to my health, and my co-athletes’ health, and may possibly be life threatening;
 - d. I will be exposed to possible injury including, but not limited to, bone damage, bloodletting, bruising, amnesia, delirium, hypothermia, snake bites, bee stings, crocodile or hippopotamus or other wild animal injuries, burns and any such other medical ailment or injury;
 - e. I will at all times be subject to and under obligation to obey the instructions stipulated in the Terms and Conditions or Third-Party Permits, and the designated representatives of such Third Party Permits;
 - f. I will be participating in an open, outdoors environment subject to unpredictable weather conditions, exposure to wild and unpredictable fauna and flora as well as the sun and the elements including, but not limited to, water, wind and fire, and other dangers over which the Event Organiser, and its designated representatives, including co-athletes in the Event, have no control and may not have predicted, to the extent that no official or unofficial notification could be communicated to me prior to or during the Event;
 - g. in the event of emergencies, medical assistance may not be immediately available and I may have to rely on assistance of co-riders and/or co-runners until authorised medical personnel may attend to such emergencies, in which event I will be liable for all costs thereby occasioned; and
 - h. the range of risks and the degree of danger to me include those mentioned above but many others, some of them not reasonably foreseeable.
5. Furthermore, I am aware and acknowledge:
 - a. That injuries sustained can be severe, and even life threatening;
 - b. That I may experience anxiety and/or stress whilst participating individually or with co-riders and/or co-runners under the Event conditions;
 - c. That my risk of injury is reduced if I follow all rules established for participation in the Event;
 - d. That it is my responsibility to ensure that I am properly attired and equipped; and
 - e. That my risk of injury increases as I become fatigued and dehydrated.

Personal Warranties

6. I warrant that my general health, including my physical and mental well-being, is good and there is nothing which renders me unfit to participate in the Event.
7. In amplification of the above, I warrant that I have disclosed any special medical conditions or needs I may have.
8. I warrant that I am physically capable of participating in the Event, and that I am able to participate to the level required during the Event based on the route descriptions and profiles provided by the Event Organiser to participants in the Event.
9. I warrant that all medical information provided by myself to the Event Organiser, or its designated representatives, prior to and during the Event is both accurate and correct.



Indemnity

- 10. I am fully aware that I will face dangers in participating in the Event, including those mentioned above, but in addition dangers unknown to both myself and the Event Organiser, and I nonetheless hereby indemnify and hold harmless the Event Organiser, its associates, the landowners, sponsors, co-participants and all other service providers acting on their behalf or on their instruction (hereinafter collectively referred to as "the INDEMNIFIED PARTIES") against any and all claims howsoever arising, for any loss or damage resulting from any bodily injury, disability, psychological harm, loss of life or loss or damage to property, including any such loss, injury, disability or damage which can be attributed to any act or omission on the part of the INDEMNIFIED PARTIES, or my co-participants, which I may sustain whilst participating in INDEMNIFIED PARTIES in connection with the Event or incidental thereto, and regardless of how such claim may have arisen.
- 11. I furthermore hereby indemnify and hold the INDEMNIFIED PARTIES harmless against any and all claims which may be made against one or more of the INDEMNIFIED PARTIES, in respect of any matters referred to above, by my Estate, any of my dependants, heirs or beneficiaries, successors-in-title or assigns.

Applicable Law and Jurisdiction

- 12. I agree that the laws of the Republic of South Africa shall apply to this Agreement and Indemnity and that any dispute, issue or claim involving the provisions of this Agreement and Indemnity shall be adjudicated upon in the relevant division of the Gauteng High Court, as determined by the jurisdiction within which any such dispute, issue or claim arose, to whose jurisdiction I hereby submit.
- 13. In signing this Indemnity, I do not rely on any other verbal or written representations, statements or promises made by or on behalf of any or all of the INDEMNIFIED PARTIES, and I furthermore agree that in the event of any provision of this Indemnity being found to be unenforceable or invalid for any reason, then such provision shall be excised from this Indemnity, and the remaining provisions of this Indemnity shall nonetheless be of full force and effect. Nothing contained in this Indemnity shall be amended, altered, varied or cancelled save and unless same has been reduced to writing and signed by or on behalf of INDEMNIFIED PARTIES.

Authority and Waiver

- 14. I agree that the Event Organiser, and its designated representatives, shall have full power and authority to, at any stage prior to and/or during the Event, disallow my participation in the Event should they believe this to be in my interests, or the interests of my co-participants.
- 15. I agree that should a decision be taken as aforementioned to disallow my participation in the Event, that fees paid by myself in respect of participation in the Event, together with any costs incidental thereto, are non-refundable.
- 16. I furthermore agree that the Event Organiser, and its designated representatives, shall have full power and authority to lead the Event, and I will at all times be subject to and obey all instructions, including an instruction to discontinue the Event prematurely, at any time should they believe this to be in my interests or the interests of any other co-participants.
- 17. I furthermore appoint such persons to act in my interests, including to procure medical attention and care on my behalf in the event that I am unconscious, or for some other reason unable to act on my own behalf, and I hereby consent to such medical care and indemnify the Event Organiser from any claims which I or my dependants may otherwise have had against the Event Organiser arising therefrom. I acknowledge liability for all these costs. In the event of emergencies I authorise and instruct the Event Organiser and its designated representatives to contact my next-of-kin as detailed in the Event Registration Form.

Refund Policy

- 18. I acknowledge that there are certain costs associated with arranging the Event and I therefore agree that, in the event of cancellation by me for any reason whatsoever, the Event Organiser is under no obligation for refunding any fees already paid over by myself.
- 19. In case of force majeure, for example war, unrest, natural disaster, fire, storm, high winds, snow, strike, lock-out, sabotage by third parties, official order or other, I will not be entitled to a refund and will not hold the Event Organiser liable for any delay to or non-performance of the agreement which results from this force majeure.

Personal Responsibility

- 20. I agree that should I leave the Event for any reason whatsoever I will inform the Race Director or his designated representatives of my decision to do so, prior to leaving the Event.
- 21. I acknowledge that any decision on my side to leave the Event may result in me have to wait for an extended period of time for the Event Organiser, its designated representatives or co-participant(s) to collect myself and my equipment after all participants have completed the specific leg or Event.

Declaration

IN SIGNING THIS INDEMNITY, I also warrant that I am an adult of sound mind and that I am aware of my right to take legal advice in regard to the contents thereof and I declare that I have read through the Indemnity and I know and understand its terms and the consequences thereof and fully agree to bind myself to these provisions.

DATED at this _____ day of _____ 2019.

NAME OF PARTICIPANT _____ SIGNATURE _____

IDENTITY NUMBER _____