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momentum

ROTARY • PEDAL POWER ASSOCIATION

## Waiver and Indemnity – Cape Town Cycle Tour Mountain Bike Challenge

### What is this agreement about?

In broad terms, this is an agreement with you that limits liability under certain circumstances for loss, damage or injury you may suffer arising from your participation in the event. It is important that you read and understand the contents hereof, as you will be bound to these terms.

### When does this Limitation of Liability and Indemnity apply to you?

This Limitation of Liability and Indemnity applies to all participants. It does not matter who or how you entered for the event.

This Limitation of Liability and Indemnity applies to you even if someone else submitted your entry.

Any person who enters someone else for an event warrants that they have been authorised to do so and to can legally bind the participant to this agreement.

### Can children participate without their parents' or guardians' consent?

No. If you are a minor, i.e. younger than 18, you may not participate unless your parent(s) or your legal guardian(s), have agreed to be bound by this Limitation of Liability and Indemnity.

If you are a minor, by giving permission for you to participate in the event, your parents or legal guardians agree not to bring any claims against us for losses or damages they may suffer as a result of injury or death you may have suffered as a result of your participation in the event. They also agree to only claim on your behalf for losses, damages and injuries you may suffer as a result of your participation in the event to extent allowed for in this agreement.

IF YOU ARE ENTERING ON BEHALF OF YOUR MINOR, YOU CONFIRM THAT YOU ARE DULY AUTHORIZED IN LAW TO ACT AND LEGALLY BIND THE MINOR. YOU AGREE TO HOLD US HARMLESS FROM ANY CLAIMS AGAINST US AS A RESULT OF THE ABSENCE OF SUCH LEGAL AUTHORITY.

### **Are there risks associated with the event?**

Yes, plenty. It is an event with many participants. Some are professionals, but others are novices.

The event is a large sports event attracting large numbers of participants, even more spectators and takes place at high speeds on an extended course running over a varied terrain that could include urban areas, nature reserves, mountainous terrain and gravel roads. You accept that we cannot manage all potential risks, even foreseen ones, otherwise it would not be feasible to organise this event.

YOU THEREFORE UNDERSTAND THAT THERE ARE RISKS AND HAZARDS ASSOCIATED WITH AN EVENT LIKE THIS AND THAT THE POSSIBLE EFFECTS OF THESE RISKS CAN RANGE FROM MINOR INJURIES TO SEVERE INJURIES TO DEATH, AND IN RELATION TO YOUR PROPERTY CAN RANGE FROM MINOR DAMAGE TO SEVERE DAMAGE TO COMPLETE DESTRUCTION OR LOSS.

### **Who are covered by this Limitation of Liability and Indemnity?**

The Cape Town Cycle Tour Trust (including our trustees and employees) are covered by this Limitation of Liability and Indemnity as well as the volunteers who help with the event, the local authority where the event is held, the toll road operator(s) and road maintenance agencies if the event takes place on a road under its concession.

### **Who are NOT covered by this Limitation of Liability and Indemnity?**

Doctors, paramedics and other medical personnel who attend to you at the event do so independently from us and they are not our representatives or contractors. It is your choice to make use of these services and you do so at your own risk.

### **Can you claim from us for any loss, damage or injuries you suffer?**

AS FAR AS THE LAW ALLOWS, WE ARE NOT LIABLE TO YOU FOR ANY LOSS, DAMAGE, INJURIES OF DEATH YOU MAY SUFFER FROM PARTICIPATING IN THIS EVENT UNLESS THE LOSS, DAMAGE, INJURIES OR DEATH RESULTED FROM OUR NEGLIGENCE AND THE CLAIM IS COVERED BY OUR PUBLIC LIABILITY INSURANCE COVER. THIS LIMITATION ALSO APPLIES TO ACTIVITIES ASSOCIATED WITH, OR INCIDENTAL TO, THE EVENT OR FROM USING ANY FACILITIES OR SERVICES WHICH ARE PROVIDED AT THE EVENT BY THE PARTIES covered in PARAGRAPH 5 above.

WE DO NOT UNDER ANY CIRCUMSTANCES ACCEPT LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGE.

THE EVENT IS ORGANISED ON A BEST EFFORT BASIS AND ALL WARRANTIES AS TO THE QUALITY OF THE EVENT ARE DISCLAIMED TO THE MAXIMUM EXTENT PERMISSIBLE AT LAW.

The content of the Limitation of Liability and Indemnity must be interpreted to the extent necessary to ensure compliance with the Consumer Protection Act 68 of 2008. If a court finds that any part of this Limitation of Liability and Indemnity is void such finding will only apply to that part and the rest will remain valid and binding.

### **Can anybody other than the participant (such as dependents) who suffered damages else claim against us?**

YOU AGREE THAT THIS LIMITATION OF OUR LIABILITY APPLIES TO YOU, YOUR ESTATE AND YOUR DEPENDENTS. Parents, legal guardians or dependents of a participant may claim against us, but only insofar as the participant who suffered the damages in the first place had a claim against us under the abovementioned clause and subject always to the terms of this Limitation of Liability and Indemnity in respect of such claim by the participant.

YOU AGREE TO HOLD US HARMLESS FROM ANY CLAIMS AGAINST US BY OTHER PARTIES (SUCH AS YOUR SPOUSE, DEPENDENTS) AS A RESULT OF YOUR LOSS, DAMAGE, INJURY OR DEATH.

**Do we have insurance cover?**

Yes, we have a public liability insurance policy in place, but our insurance cover will only pay out subject to the policy's terms.

**Are there any other rules that apply to the event?**

Yes. The rules for each event are available on the webpage for the event or upon request from the event organiser. Our rules are there to promote your safety, and you agree to stick to the rules of the event and to obey our instructions.

Other rules also apply to the event, such as the rules of sporting codes or bodies, the road, local government rules and any rules that apply to a facility or area used for the event.

**What happens with your personal information?**

You expressly agree that we may collect, use and share your personal information on the basis and with the people as described below.

When you create a profile and enter an event, we ask for information. This includes demographic information and information about your health. Your health information includes information about your medical aid and previous medical conditions.

You, or the person who has entered you, are only source where we get your information from. The information shall be used for the purpose of communicating with you about other events we are involved in and to send you promotional material from the sponsors of the event you participate in.

You agree that we may share your personal information with the Pedal Power Association, the event organisers of events you enter and further necessary parties in order to run the event. We may give your medical information to any emergency or health professional attending to you on event day for purposes of giving you medical treatment and care. We will not give your information to anyone else unless you have expressly consented thereto.