



Mountain Events Indemnity

Mountain Events is an event organizing company, specializing in mountain bike events. By entering a Mountain Events event, you are agreeing to the following indemnity:

Please note that all Participants utilising the facilities and /or partaking in the Activities (but not limited to cycle races and events at off-site venues) offered by Mountain Events, a sole proprietorship, (including its affiliates, organising bodies, shareholders, agents, official marshals, assistants, sponsors, land owners (including MTO Forestry), local authorities or employees (hereinafter “Mountain Events”) do so at their own risk and peril.

The right to admission to the race premises where an event is hosted by Mountain Events is strictly reserved.

For the purpose of this disclaimer, “the Participant” shall be read to include reference to his/her spouse, partner, heirs, executors, administrators or assigns, dependant(s), guest(s) and/or employee(s).

All Participants and their accompanying guests are to complete this Indemnity and Waiver Form.

1. The Participant acknowledges and accepts that his/her attendance at Mountain Events and participation in Activity at premises is a potential hazardous activity as the Participant is engaging in a sport event and agrees not to enter the premises and/or to participate unless he/she is medically fit and able to do so and does not pose any threat or risk either to himself/herself or any other participant or guest. Should any medical condition exist, the Participant hereby undertakes to disclose such medical condition on this form and grants Mountain Events or its designees access to his/her medical records, physicians and/or any other relevant information relating to the medical care that may be administered to him/her as a result of his/her participation in the Activities.
2. The Participant acknowledges that any medical costs incurred for his/her treatment, will be for his/her own account and authorise Mountain Events and its authorised designees to give permission to a hospital and/or medical physician to perform necessary treatment (including first aid treatment) in case of any emergency.
3. Mountain Events accepts no responsibility for and the Participant herewith indemnifies them from any loss or damage (whether direct, consequential or contingent), theft, injury or death arising from any nature whatsoever, costs (including cost on an attorney and own client scale), expenses, claims or indisposition of whatsoever kind as a result of the Participant’s attendance at the premises or participation in the



Activities or making use of any facilities and/or amenities and/or equipment, including but not limited to any of the following detailed circumstances:

4. all injuries which may occur as a result of the Participant's participation in any Activity or attendance at the Mountain Events;
5. any negligent acts and/or omissions of Mountain Events;
6. any failure by the Participant to adhere to all the rules and/or directions from the official marshals, assistants or staff regarding the interaction with wild animals, usage of the facilities and/or amenities and/or equipment as these are for the Participant's best interest and safety;
7. any loss, theft or damage (whether direct or consequential) to any personal belongings, cash, jewellery and/or motor vehicles, arising from whatsoever nature, during the Participant's attendance at the race premises or participation in the Activities;
8. any liability arising from any fall or hit or misstep resulting from any slippery or uneven surface at the race premises; and
9. any liability arising from using the facilities.
10. The Participant agrees that Mountain Events may make use of pictures and videos taken during the activities for marketing purposes and that the pictures and videos may be posted on social media forums.
11. The Participant agrees that Mountain Events may contact them via any electronic means regarding future races that might be of interest to the Participant.
12. The Participant acknowledges that they have read the warning signs and disclaimers around the race premises/ route and will abide adhere to the warnings imposed by the signage as well as the rules provided by Mountain Events, whether verbal or in writing, at all times.
13. The Participant agrees and acknowledges that he/she is authorised to accept these terms and conditions on behalf of the minor(s) by completing the details for the minor(s) and signature thereto. The parent(s) and/or legal guardian(s) remains responsible for the safety of the minor(s) at all times.
14. This indemnity is irrevocable and shall remain valid for an indefinite period commencing from date of signature hereof terminating only upon written advice given to the Participant by Mountain Events.
15. All provisions of this disclaimer are severable from each other. Any provisions of this disclaimer which is or becomes unenforceable, whether due to voidness, invalidity , illegality, unlawfulness or any other reason whatsoever, shall, only to extend that it is so unenforceable, be treated as pro non scripto and the remaining provisions of this disclaimer shall remain of full force and effect.



16. The signatory warrants as a statement of fact that I have full legal capacity to enter into this agreement and confirm that I have read and understand the terms of this Indemnity and Waiver Form and agree to be bound by the terms hereby.
17. I agree to participate subject to CSA-MTB and UCI rules including any drug tests and penalties provided for therein and the entry rules. Riders must have a valid CSA racing licence. Riders who do not have a valid CSA licence will be required to purchase a day license for R50 per day.
18. Race number boards must be fixed on bikes, running bibs must be attached to the front of your body, at all times, when on the course.
19. Riders must wear helmets at all times when riding on the course.
20. All CSA and UCI Racing Rules will be adhered to.
21. All event photo's and video's will be shared on Mountain Events' website, the event website and relevant Facebook pages
22. Your email address will be added to Mountain Events' database. Should you wish to unsubscribe, please email info@mountainevents.co.za or click on Unsubscribe on the bottom of our emails.