



Registration: 2019/222563/07

LOURENSFORD MTB - NON MEMBER
INDEMNITY

For purposes of this agreement, the term “cycling” shall include all activities, services, transportation and use of facilities provided for or arranged by the Releases including but not limited to cycling; bike descents; mountain bike tours; training; use of trails and roads; competitions; instructional courses; or any other activity related to the riding of bicycles and any other vehicles (whether propelled by the rider thereof, self-propelled, or otherwise) including but not limited to: orientation and instructional sessions, transportation, accommodation and recreational activities in addition to bicycling, loading, unloading and travel in movement; and all other activities.

By signing this agreement, the participant acknowledges and agrees to the following:-

1. All participants freely and voluntarily acknowledge and accept that cycling involves risks, dangers and hazards and that injuries, including without limitation, cuts, scratches, broken or fractured bones, sprains, full or partial paralysis, death and any and all losses arising directly or indirectly therefrom, are a common occurrence therein, and that they are cycling entirely at their own risk.
2. All participants whether they be members, visitors or guests of members hereby indemnify Clay Range Events (Pty) Ltd, Clay Pigeon Adventures (Pty) Ltd, Lourensford Properties (Pty), Ltd, Lourensford Events (Pty) Ltd, Lourensford Fruit Company (Pty) Ltd, Karstens Boedery (Pty) Ltd and LOURENSFORD MTB (hereafter jointly referred to as the “Service Providers”), their employees, agents, affiliates or assigns and hold them harmless against any claim which may otherwise be brought by participants, participants executors, estate, dependents or assigns, arising out of any injury to user or users property which user may suffer as a result of any act or omission by the said Service Providers, its agents or assigns whether such act or omission is negligent or not and whether such act of omission takes place while cycling or not.
3. All participants agree that they shall never institute or cause to be instituted any action in any court or arbitration system or procedure, against the Service Providers arising from their cycling at Lourensford Estate.
4. All participants agree to abide by the rules and regulations as well as any directives or instructions of the Service Providers or their duly appointed representatives.
5. In entering into this agreement, all participants acknowledge and agree that they are not relying on any oral or written representations or statements made by the Service Providers with respect to safety of cycling, other than what is set forth in this Agreement.

MEMBER INDEMNITY:

Name: _____ ID: _____ Sign _____

Name: _____ ID: _____ Sign _____

Name: _____ ID: _____ Sign _____

Name: _____ ID: _____ Sign _____

Name: _____ ID: _____ Sign _____

www.clayad.co.za • info@clayad.co.za

Bookings: 021 300 3037 • Noel: 076 349 2866 • Whatsapp: 076 331 9171

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