



## Mountain Events Indemnity

### Introduction:

Mountain Events is an event organizing company, specializing in cycling events, running events and outdoor activities.

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 registered company, (including its affiliates, organising bodies, shareholders, agents, official marshals, assistants, sponsors, landowners (including MTO Forestry), local authorities or employees (hereinafter “Mountain Events”) do so at their own risk and peril.

The right of 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).

By entering a Mountain Events event, all participants and their accompanying guests agree to the following indemnity:

### Terms and Conditions:

1. The Participant acknowledges and accepts that his/her attendance at Mountain Events and participation in an activity at the premises is a potential hazardous activity. 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, furthermore, does not pose any threat or risk either to himself/herself or any other participant or guest.
2. The Participant acknowledges that any medical costs incurred for his/her treatment, will be for his/her own account and hereby authorizes Mountain Events and its authorized 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 Mountain Events from any loss or damage (whether direct, consequential or contingent), theft, injury or death arising from any nature whatsoever as well as 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:

- 3.1 all injuries which may occur as a result of the Participant's participation in any Activity or attendance at the Mountain Events;
  - 3.2 any negligent acts and/or omissions of Mountain Events;
  - 3.3 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,
  - 3.4 usage of the facilities and/or amenities and/or equipment as these are for the Participant's best interest and safety;
  - 3.5 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;
  - 3.6 any liability arising from any fall or hit or misstep resulting from any slippery or uneven surface at the race premises; and
  - 3.7 any liability arising from using the facilities.
4. The Participant agrees to 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.
  5. 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.
  6. Riders must wear helmets at all times when riding on the course.
  7. All CSA and UCI Racing Rules must be adhered to.
  8. The Participant acknowledges that he/she has 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.

#### Collecting and Processing of Personal Information:

9. In order to provide proper assistance and achieve its objectives, Mountain Events will be required to collect and use the Participant's personal information, obtained by the Participant directly or by a duly authorised person, for the purposes of conducting the services relating to this event. This personal information includes, but is not limited to, the following: Names, images, age, address, identity number, contact details, medical information, etc.

10. Mountain Event will collect and process personal information for purposes including, but not limited to: Race results, event marketing, newsletter distribution, legal requirements, safety, communication etc. The collecting and processing of the personal information as described herein is required in order for Mountain Events to achieve its purpose, carry out its objectives and service delivery.
11. 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.
12. 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 shared/posted on Mountain Events' website, the event website and relevant Facebook pages, which are available to the general public. In the event that the Participant wishes to have his/her pictures and/or video removed from the relevant media form, a formal request can be sent to [info@mountainevents.co.za](mailto:info@mountainevents.co.za).
13. The Participant agrees that his/her email address may be added to the Mountain Events' database. The Participant, furthermore, agrees that Mountain Events may contact them via any electronic means regarding future races that might be of interest to the Participant. Should the participant wish to unsubscribe, please email [info@mountainevents.co.za](mailto:info@mountainevents.co.za) or click on Unsubscribe on the bottom of Mountain Events' emails.
14. The Participant confirms that he/she has obtained the necessary consent from any third party of whom he/she provides/discloses personal information and/or is duly authorised to provide/disclose personal information on behalf of a minor and/or third party.
15. Mountain Events may disclose the personal information to a third party in order to comply with applicable laws and/or to pursue Mountain Events' as well as the Participant's and/or third parties' legitimate interests.

Declaration:

16. The Participant warrants as a statement of fact that he/she has full legal capacity to enter into this agreement and confirm that he/she read and understood the terms of this Indemnity and Waiver Form and agree to be bound by the terms hereby.
17. 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) remain responsible for the safety of the minor(s) at all times.



18. 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.
19. 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.