



# WESTERN PROVINCE MOTOR CLUB

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## WESTERN PROVINCE MOTOR CLUB - Waiver and Indemnity Document

I, the undersigned, do hereby state and agree that:

1. I am aware of the potential dangers involved in the participation in motorsporting activities;

2. I am further aware that Western Province Motor Club ("the Club"), in organising and permitting my participation in such activities and in establishing and enforcing safety measures in regard thereto, cannot ensure my safety and/or the adequacy of such measures. The Club for purposes of this indemnity and waiver includes its sections and all subordinate bodies, office-bearers, officials, employees and private individuals conducting activities under the auspices of, or in conjunction with, or utilising the facilities of, the Club as well as the sponsors of events

3. As such, I undertake to:

(a) participate in all motorsport and associated activities at my own sole risk and responsibility;

(b) exonerate all persons and bodies involved in the organisation and sponsorship of the motorsport and related activities at Killarney and elsewhere under the auspices of the Club, including Motorsport South Africa and its subordinate bodies from, and indemnify them against, any loss or damage which I or any others, including my dependants, may suffer as a result of any injury or death as a result of any act or omission on the part of such body or person, whether due to negligence (including gross negligence) or otherwise;

(c) comply with all applicable safety rules and regulations of Motorsport South Africa and its subordinate bodies, club rules or regulations, and/or the direction of any official in charge of any such activity;

(d) I acknowledge that in the event of my utilising any track or other facility of the Club, outside of official competition or practice, that all of the safety precautions normally in place may not be present, and that the circuits, tracks and other facilities, and in particular the safety installations relating thereto, may be in the course of modification or repair, or may have been moved. It will therefore be my duty to satisfy myself that the circuit or track, can be safely utilised and to adjust my driving or riding to take into account the prevailing circumstances at the time.

(e) I acknowledge that will be my further duty to keep my dependants apprised of my participation and to ensure that they are aware of this waiver and indemnity.

4. I hereby waive, for myself and my dependants any claim which I may have against Western Province Motor Club and all persons and bodies involved in the organisation and sponsorship of the motorsport and related activities at Killarney and elsewhere under the auspices of the Club, including Motorsport South Africa and its subordinate bodies from, any loss or damage which I or any others, including my dependants, may suffer as a result of any injury or death as a result of any act or omission on the part of such body or person, whether due to negligence (including gross negligence) or otherwise;

5. I indemnify Western Province Motor Club and all persons and bodies involved in the organisation and sponsorship of the motorsport and related activities at Killarney and elsewhere under the auspices of the Club, including Motorsport South Africa and its subordinate bodies against any claim by any of my dependants for any damage or loss which they may suffer as a result of any injury or death as a result of any act or omission on the part of such body or person, whether due to negligence (including gross negligence) or otherwise. It is my intention that this indemnity will be binding upon my estate.

6. I undertake in favour of Western Province Motor Club, that I will not in any way facilitate the use by any person of the sporting facilities of the club unless such person has signed a similar waiver and indemnity in favour of the club. In particular, and without limiting the generality of the foregoing, I undertake not to allow the use of any vehicle, (including for this purpose, karts, motorcycles, quad bikes and other forms of motorised transport,) owned or under my control by any such person or to permit any such person to be a passenger in such vehicle while using any of the sporting facilities of the club. To the extent that I may breach the undertaking given in this paragraph I indemnify the club on the same basis set forth in five above against any claim by any such person or his or her dependants.

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

FULL NAMES \_\_\_\_\_

DATE OF BIRTH (if under 18) \_\_\_\_\_

### **MINORS (UNDER 18 AND NEVER MARRIED)**

I, the parent/guardian of the abovementioned person, permit him/her to participate at his/her own risk and responsibility upon the basis and subject to the provisions set out above.

DATE \_\_\_\_\_ SIGNATURE \_\_\_\_\_

FULL NAMES \_\_\_\_\_