



**2017 Liberty Winelands MTB
Encounter 13 to 15 April 2018**

PERSONAL PARTICIPATION INDEMNITY

TO BE SIGNED BEFORE START OF THE EVENT AS NON-SIGNATURE WILL LEAD TO DISQUALIFICATION

1. I acknowledge and agree that the **2017 Liberty Winelands MTB Encounter (“the event”)** is a multi-day mountain bike stage event, and that it is inherent in the event that there is the risk of serious injury, illness, death and/or damage to participants, sports and other equipment.
2. I acknowledge that the risks inherent in the event, include, but are not limited to risks arising from my skill and ability as a mountain biker, my nutrition and fluid intake, my fitness and health prior to the event, the terrain which the event traverses, road surface, weather conditions, water conditions, vehicular traffic, the actions of other competitors, the event organizers, sponsors and their principals, representatives, agents and assigns. I undertake and agree to seek medical or any other assistance from the event organizers, if I sense or observe a hazard or unsafe condition, or if, at any time, I feel unable or unfit to safely continue participating in the event for any reason. I furthermore undertake to withdraw from participation in the event if advised or instructed by the organizers of the event to do so or if I, at any time, sense or observe any unusual hazard or unsafe condition and I am in any way concerned that it is unsafe for me to continue with the event or if I, in any way feel unable or unfit to safely continue with the event.
3. I appreciate and understand the risks inherent in the event and my participation therein. I accept these risks and confirm that I participate in the event at my own sole and absolute risk.
4. I undertake to follow all the rules of the event and all directions and/or instructions given to me by the organizers of the event and their principals, representatives, agents and assigns.
5. I understand that I may be photographed and/or filmed before, during and after the event. I agree that the event organizers, sponsors and their principals, representatives, agents and assigns may utilize any photographic, film or video image or likeness of me and my name for any legitimate purpose in connection with the event or future events to be organized by the event organizers.
6. Whilst reasonable safety and precautionary measures are taken by the event organizers to ensure my safety, the event organizers, sponsors, third party service providers to the event, private landowners who grant access to their property for the purposes of the event and their principals, representatives, agents and assignees (“the parties”) do not accept any responsibility for any claim whatsoever arising from death, injury or loss and/or damage to person or property occasioned as a result of my participation in the event. This includes, but is not limited to, the damage to, theft of, loss of or disappearance of bicycles, cars and other material properties which are parked, housed or left in the bike park or parking areas at the event venues or on the route.
7. I accordingly hereby indemnify and hold harmless the parties to the fullest extent possible in law, against any claims occasioned as a result of my participation in the event of whatsoever nature or howsoever caused, including, without limitation, any loss, injury, harm, illness, death or damage of whatsoever nature and howsoever caused arising directly or indirectly out of any act or omission, including negligent acts or negligent omissions by the parties, including any claim for consequential loss or damage, loss of profits or any claim by any of my dependents arising from events related to, in connection with or occasioned as a result of my participation in the event.
8. I confirm that I understand the importance and the meaning of this liability disclaimer, the waiver of claims and indemnity and, that by agreeing hereto, I am waiving substantial legal rights (on my own behalf and on behalf of my dependents). I acknowledge that I have been free to secure independent legal and/or other advice as to the nature and effect of all the provisions of this liability disclaimer, waiver and indemnity and that I have either taken such independent legal and/or other advice, or dispensed with the necessity of doing so.

Name of Participant

Race number

Signature of Participant

Date