

INDEMNITY FORM



PART B: LIMITATION OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT (“the INDEMNITY”)

I, the undersigned, do hereby confirm that I have read and understood the Terms and Conditions and Race Rules contained therein and do hereby warrant by my signature or clicking “I Agree” if entering electronically that I consider myself bound by them.

WHEREAS:

1. I have registered with IMPI WARRIORS CC, registration no. 2011/034035/23, (“IMPI WARRIORS”) to participate in the Impi Challenge event 2016 (“the Challenge”);

Description of Risks

1. In consideration of the Challenge, I hereby acknowledge that I am participating in a competitive race in an open, outdoors environment with co-participants in a group event, and that I am fully aware of, and have acquainted myself with, the risks and hazards associated with or arising from the aforementioned Challenge, including but not limited to:
 - 2.1 the Challenge will include an obstacle course, and that I will be using, or competing on, the obstacle course with my co-participants at the same time, in race conditions;
 - 2.2 the Challenge is one which will require strenuous physical activity, including, but not limited to, running, crawling, climbing, jumping, falling and swimming;
 - 2.3 the Challenge will be extremely physical and may be injurious to my health, and my co-participants health, and may possibly be life threatening;
 - 2.4 I will be exposed to possible injury including, but not limited to, bone damage, bloodletting, bruising, amnesia, delirium, hypothermia, snake bites, bee stings, leguaan attacks, crocodile injuries, burns and any such other medical ailment or injury;
 - 2.5 I will at all times be subject to and under obligation to obey the instructions of IMPI WARRIORS, and its designated representatives, including the race officials and marshals of the Challenge in particular;
 - 2.6 I will be participating in an open, outdoors environment subject to unpredictable weather conditions, exposure to wild and unpredictable fauna and flora as well as the sun and the elements including, but not limited to, water, wind and fire, and other dangers over which IMPI WARRIORS, and its designated representatives, including the race officials and marshals of the Challenge, have no control and may not have predicted, to the extent that no official or unofficial notification could be communicated to me prior to or during the Challenge;
 - 2.7 in the event of emergencies, medical assistance will be provided by authorised medical personnel and I will be liable for all costs thereby occasioned;
 - 2.8 the range of risks and the degree of danger to me include those mentioned above but many others, some of them not reasonably foreseeable.

1. Furthermore, I am aware and acknowledge:
- 3.1 That injuries sustained can be severe, and even life threatening;
- 3.2 That I may experience anxiety and/or stress whilst competing with co-participants in a group event under competitive race conditions;
- 3.3 That I may come into close contact, or even direct contact, with my co-participants;
- 3.4 That my risk of injury is reduced if I follow all rules established for participation and competition;
- 3.5 That it is my responsibility to ensure that I am properly attired and equipped; and
- 3.6 That my risk of injury increases as I become fatigued and dehydrated.

Personal Warranties

1. I warrant that my general health, including my physical and mental well-being, is good and there is nothing which renders me unfit to undertake this Challenge.
2. In amplification of the above, I warrant that I have disclosed any special medical conditions or needs I may have;
3. I warrant that I am physically capable of participating in the Challenge, and that I am able to swim to the level required during the Challenge, including but not limited to swimming in excess of 100m (one hundred metres) whilst being fully or partially clothed.
4. I warrant that all medical information provided by myself to IMPI WARRIORS, or its designated representatives, including the race officials and marshals of the Challenge, prior to, during, and after registration, is both accurate and correct.

Indemnity

1. I am fully aware that I will face dangers in participating in the Challenge, including those mentioned above, but in addition dangers unknown to both myself and IMPI WARRIORS, and I nonetheless hereby indemnify and hold harmless IMPI WARRIORS, its members, officials, marshals, employees, associates, agents, the landowner or landowners, sponsors, contractors and all other service providers acting on their behalf or on their instruction (hereinafter collectively referred to as “the INDEMNIFIED PARTIES”) against any and all claims howsoever arising, for any loss or damage resulting from any bodily injury, disability, psychological harm, loss of life or loss or damage to property, including any such loss, injury, disability or damage which can be attributed to any act or omission on the part of the INDEMNIFIED PARTIES, or my co-participants, which I may sustain whilst participating in the Challenge and/or travelling thereto or therefrom or whilst participating in any event arranged by or on behalf of the INDEMNIFIED PARTIES in connection with the Challenge or incidental thereto, and regardless of how such claim may have arisen.
2. I furthermore hereby indemnify and hold the INDEMNIFIED PARTIES harmless against any and all claims which may be made against one or more of the INDEMNIFIED PARTIES, in respect of any matters referred to above, by my Estate, any of my dependants, heirs or beneficiaries, successors-in-title or assigns.

Applicable Law and Jurisdiction

1. I agree that the laws of the Republic of South Africa shall apply to this Agreement and Indemnity and that any dispute, issue or claim involving the provisions of this Agreement and Indemnity shall be adjudicated upon in the relevant division of the Cape High Court, as determined by the jurisdiction within which any such dispute, issue or claim arose, to whose jurisdiction I hereby submit.
2. In signing this Indemnity I do not rely on any other verbal or written representations, statements or promises made by or on behalf of any or all of the INDEMNIFIED PARTIES, and I furthermore agree that in the event of any provision of this Indemnity being found to be unenforceable or invalid for any reason, then such provision shall be excised from this Indemnity, and the remaining provisions of this Indemnity shall nonetheless be of full force and effect. Nothing contained in this Indemnity shall be amended, altered, varied or cancelled save and unless same has been reduced to writing and signed by or on behalf of INDEMNIFIED PARTIES.

Authority and Waiver

1. I agree that IMPI WARRIORS, and its designated representatives, including the race officials and marshals of the Challenge, shall have full power and authority to, at any stage prior to and/or during the Challenge, disallow my participation in the Challenge should they believe this to be in my interests, or the interests of the group with whom I am participating or my co-participants.
2. I agree that should a decision be taken as aforementioned to disallow my participation in the Challenge, that fees paid by myself in respect of registration, travelling to/from and participation in the Challenge, together with any costs incidental thereto, are non-refundable.
3. I furthermore agree that IMPI WARRIORS, and its designated representatives, including the race officials and marshals of the Challenge, shall have full power and authority to lead the Challenge, and I will at all times be subject to and obey all instructions, including an instruction to discontinue the Challenge prematurely, at any time should they believe this to be in my interests or the interests of the group with whom I am participating or any other co-participant.
4. I furthermore appoint such persons to act in my interests, including to procure medical attention and care on my behalf in the event that I am unconscious, or for some other reason unable to act on my own behalf, and I hereby consent to such medical care and indemnify IMPI WARRIORS and its appointed medical service providers, from any claims which I or my dependants may otherwise have had against them arising therefrom. I acknowledge liability for all these costs. In the event of emergencies I authorise and instruct IMPI WARRIORS to contact my next-of-kin as detailed above.

Refund Policy

1. I acknowledge that there are certain costs associated with arranging and managing an event like the Challenge and I therefore agree that, in the event of cancellation by me for any reason whatsoever, IMPI WARRIORS under no circumstances will issue a refund.
2. In case of force majeure, for example war, unrest, natural disaster, fire, storm, high winds, strike, lock-out, sabotage by third parties, official order etc., I will not be entitled to a refund and will not hold IMPI WARRIORS liable for any delay to or non-performance of the agreement which results from this force majeure.

Personal Responsibility

1. I agree that should I leave the Challenge for any reason whatsoever I will inform a marshal of my decision to do so, prior to leaving the Challenge.

Declaration (if signing a form)

IN SIGNING THIS INDEMNITY, I also warrant that I am an adult of sound mind and that I am aware of my right to take legal advice in regard to the contents thereof and I declare that I have read through the Indemnity and I know and understand its terms and the consequences thereof and fully agree to bind myself to these provisions.

DATED at _____ this _____ day of _____ 2016.

NAME OF PARTICIPANT _____

SIGNATURE OF PARTICIPANT

IDENTITY NUMBER _____