



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

WHEREAS:

- 1 I have registered with IMPI WARRIORS CC, registration no. 2011/034035/23, (hereinafter referred to as **“IMPI WARRIORS”** or **“Event Organiser”**) to participate in the Impi Challenge event 2020 (**“the Challenge”**).
- 2 Due to my participation in the Challenge 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.
- 3 I understand that due to my participation in the Challenge I acknowledge that I am participating in a competitive race with co-participants in a group event, and that I am fully aware of, and have acquainted myself with, the all the risks and hazards associated with or arising from my participation in the Challenge, including but not limited to risks and/or hazards:
 - 3.1 arising from my skill and ability, my nutrition and fluid intake, my fitness and health prior to the Challenge, the terrain which the Challenge traverses, road surface, weather conditions, water conditions, the actions of other competitors, the Event Organiser, sponsors and their principals, representatives, agents and assigns. I undertake and agree to seek medical or any other assistance from the Event Organiser, if I sense or observe and hazard or unsafe condition, or if, at any time, I feel unable to 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 Event Organiser 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;
 - 3.2 arising from my participation in an obstacle course featuring obstacles that I will be using while competing with, and/or against, co-participants at the same time, in race conditions, including but 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; and/or
 - 3.3 ordinarily associated with running, crawling, climbing, jumping, falling and swimming.



- 4 I hereby confirm, agree and/or acknowledge that:
- 4.1 I will at all times be subject to and under the obligation to obey the instructions of IMPI WARRIORS and its designated representatives, including the race officials and race marshals;
 - 4.2 in the event of emergencies, medical assistance will be provided by authorised medical personnel and I will be liable for all costs thereby occasioned;
 - 4.3 the range of risks and the degree of danger to me include those mentioned above but many others, some of them not reasonably foreseeable;
 - 4.4 the injuries sustained due to my participation in the Challenge can be severe and life threatening;
 - 4.5 I may experience anxiety and/or stress whilst competing with co-participants in a group event under competitive race conditions;
 - 4.6 I may come into close contact, or even direct contact, with my co-participants;
 - 4.7 my risk of injury is reduced if I follow all rules established for participation and competition;
 - 4.8 it is my responsibility to ensure that I am properly attired and equipped;
 - 4.9 my risk of injury increases as I become fatigued and dehydrated;
 - 4.10 I may be photographed and/or filmed before, during and after the event. I agree that the event organiser, the 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 organiser;
 - 4.11 due to my participation in the event, the event organiser shall contact me from time to time (by means of electronic mail, the short message service and/or telephone calls) for purpose of: (i) communicating event related information; (ii) advertising certain products and/or services which may assist me in my preparation for, and performance in, the Challenge; and/or (iii) advertising road running, athletics, mountain biking and/or other running events organised and/or managed by the event organiser. Accordingly, I hereby consent to any such communication; and
 - 4.12 by providing my personal details as well as consenting to the provisions of hereof, I am providing the event organiser with information which may constitute personal information. accordingly I hereby voluntarily, specifically and unconditionally consent to the event organiser processing (i) within the event organiser and/or any of its subsidiaries or any other legal entity, joint venture and/or partnership, wherever situated or operating that renders services or otherwise conducts business similar to that of the event organiser; and/or (ii) on infrastructure belonging to any third party with whom the event organiser enters into a management agreement, the personal information which I have provided to the event organiser for sending me marking material, advertising material, newsletters or any other



informative material relating to the event organiser, its business and/or any other sporting events that the event organiser reasonably believes I may be interested in.

PERSONAL WARRANTIES:

- 1 I warrant that I am in good health, physically fit and sufficiently trained to participate in the Challenge and am aware that the Challenge is an event which includes inherent risks of serious injury, illness, death and/or damage. I warrant further that I am physically capable of swimming 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.
- 2 I warrant that all 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. Should I be entering on behalf of someone else I warrant that I am duly authorised to do so and that I am entitled to bind the participant hereto.

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 to the fullest extent possible in law 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 (which for the avoidance of doubt shall include pre-event and post-event activities) 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 By my signature below 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 I acknowledge and agree that the event may be cancelled due to forces beyond the Event Organiser's control (with such forces including, but not limited to: any acts of God, strike, war, unrest, natural disaster, epidemics, pandemics, governmental directives, riots, fire, floods, legislation, insurrection, sanctions and/or trade disputes) and that in such circumstances, the Event Organiser shall not be required to refund the Challenge's entry fee to me and will not hold IMPI WARRIORS liable for any delay to or non-performance of the agreement which results due to any such occurrences.

PERSONAL RESPONSIBILITY

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)

- 1 I confirm that I understand the importance and the meaning of the terms contemplated herein, 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 contemplated herein and that I have either taken such independent legal and/or other advice, or dispensed with the necessity of doing so.
- 2 Furthermore, 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 _____ 2020.

NAME OF PARTICIPANT _____

SIGNATURE OF PARTICIPANT

IDENTITY NUMBER _____