



Indemnity & Limitation of Liability

You understand and agree that:

- 1) There are risks and hazards associated with an event like this in terms of the activity itself as well as the terrain, that may result in minor injuries to severe injuries to death, and in relation to your property can range from minor damage to severe damage to complete destruction or loss.
- 2) You hereby waive and shall have no claim whatsoever against Durbanville High School or its governing body, the Western Cape Educational Department, land owners, event organiser or contractor, official, assistant, volunteers, marshal, representative or agent, the sponsors, any local authorities or their employees (hereinafter referred to as "the indemnified parties") in respect of any injury, loss or damage that you may suffer from participating in the event or loss or damages to property. This limitation also applies to activities associated with, or incidental to, the event or from using any facilities or services which are provided at the event and the property made available by the parties indemnified parties for the event.
- 3) The indemnified parties do not under any circumstances accept liability for any indirect, special, consequential or punitive damage. The event is organised on a best effort basis and all warranties as to the quality of the event are disclaimed to the maximum extent permissible at law.
- 4) You may be responsible for losses or damages to Indemnified Parties or their property resulting from your actions (whether intentional or negligent), as well as any costs incurred by Indemnified Parties due to such actions;
- 5) This limitation of our liability applies to you, your estate and your dependents. Parents, legal guardians or dependents of a participant may claim against us, but only insofar as the participant who suffered the damages in the first place had a claim against us under the above-mentioned clause and subject always to the terms of this limitation of liability and indemnity in respect of such claim by the participant.

- 6) You agree to hold the indemnified parties harmless from any claims against them by other parties (such as your spouse, dependents) as a result of your loss, damage, injury or death.
- 7) You will follow the Event Rules and use the property (incl. but not limited to the trails and roads) prior, during or subsequent to the event entirely at his / her own risk.
- 8) Should the participant be a minor, the parent or guardian must sign this indemnity and hereby confirms that it will inform the minor that he/she shall use the property at his or her own risk and indemnifies the indemnified parties against claims by such minor.
- 9) You, or in case of a minor, the parent or guardian, have read and understand the effect of this indemnity.
- 10) Any person who enters someone else for the event warrants that he/she has been authorised to do so and so can legally bind the participant.
- 11) Processing of Personal Information: All personal Information will be processed as per our Privacy Policy. I acknowledge and understand that Durbie Dash may utilise the services of a third party to organise the event, and that said third party may process personal information as per their own privacy policy and that it is my responsibility to familiarise myself with it.
- 12) I agree to abide by the rules as stipulate by the property owners and the event organizers, including this indemnity.
- 13) I agree to the cancellation policy as per the Event Rules.