



ALGOA RALLY CLUB

2022 ALGOA RALLY CLUB – Waiver and Indemnity Document

<p>I, the undersigned, do hereby state and agree that:</p> <p>1. I am aware of the potential dangers involved in the participation in motor sporting activities and that I am solely responsible for my own safety;</p> <p>2. I am further aware that Algoa Rally 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;</p> <p>3. As such, I undertake to:</p> <p>(a) take all necessary safety precautions as I am aware of the risk and involved in participating in motorsport activities (competitor and non-competitor);</p> <p>(b) exonerate all persons and bodies involved in the organisation and sponsorship of the motorsport event and related activities of the Club events and elsewhere under the auspices of the Club, including Motorsport South Africa "MSA" and its subordinate bodies from, and indemnify them against any loss or damage, of whatsoever nature, which I or any others, including my dependants may suffer due to any act or omission on the part of such body or person and which was beyond the reasonable control of the Club;</p> <p>(c) comply with all applicable safety rules and regulations of MSA and its subordinate bodies, club rules or regulations, and/or the direction of any official in charge of any such activity;</p> <p>(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. 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.</p> <p>(e) I acknowledge that in the event of my utilising any track or other facility of the Club, outside of official competition or practice, that I will ensure all the safety gear will be worn and that my safety is my responsibility.</p> <p>(f) I acknowledge that it 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.</p>	<p>4. I hereby waive, for myself and my dependants any claim which I may have against Algoa Rally Club and all persons and bodies involved in the organisation and sponsorship of the motorsport and related activities at all venues under the auspices of the Club, including Motorsport South Africa and its subordinate bodies from, any loss or damage which I 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 which was beyond their reasonable control;</p> <p>5. As a competitor, I indemnify Algoa Rally Club and all persons and bodies involved in the organisation and sponsorship of the motorsport and related activities at 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, which was beyond their reasonable control. It is my intention that this indemnity will be binding upon my estate.</p> <p>6. As a non-competitor, I indemnify Algoa Rally Club and all persons and bodies involved in the organisation and sponsorship of the motorsport and related activities at 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, which was beyond their reasonable control. It is my intention that this indemnity will be binding upon my estate.</p> <p>7. I undertake in favour of Algoa Rally 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 indemnify Algoa Rally Club and all persons and bodies involved in the organisation and sponsorship of the motorsport and related activities at 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, which was beyond their reasonable control. It is my intention that this indemnity will be binding upon my estate.</p>
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I (Full Names)hereby acknowledge the abovementioned agreement, the contents of which are fully understood and accepted by me.
 SIGNED AT.....THIS.....DAY OF.....2022.

Emergency contact name:..... Emergency contact number:.....
Minors (under 18):

.....(Full Names) in my capacity as parent/guardian/curator hereby acknowledge the abovementioned agreement, the contents of which are fully understood and accepted by me and by my son/daughter/ward.

SIGNED AT.....THIS.....DAY OF.....2022.