



THE BIKE PARK

AT CONSTANTIA UITSIG

Indemnity Agreement

I, the undersigned,

Name **ID NO**
 (full names of Rider/Parent) (ID Number of Rider/Parent)

Children	Name	ID No or DOB
1		
2		
3		
4		

Cell No :
Email :

acknowledge that by signing this document, I am assuming risks and agree to indemnify, not to sue and release from liability Christopher Grant Nixon (ID 680927 5316 089), Pitkin Cycling CC (Reg no 2010/160349/23) Meerenhof Properties (Pty) Ltd (Reg no 2013/015642/07) and the shareholders, directors, members employees, agents and/ or any parties associated with them (“**the Indemnified Parties**”) and that I am giving up substantial legal rights;

fully understand and assume the risks associated with partaking in cycling, including, by way of example and not limited to, the dangers of collision with pedestrians, vehicles, other riders and racers, fixed or moving objects, the dangers arising from surface hazards, including potholes, equipment failure, inadequate safety equipment, the riders own negligence, the negligence of others and weather conditions, the possibility of serious physical and/or mental trauma or injury, or death associated with cycling and competition;

for myself, my heirs, executors, administrators, legal representatives, assignees, successors in interest, hereby agree that none of the Indemnified Parties shall be liable to me for any loss or damage sustained as a result of death, injury or illness of the Rider or for any loss or damage to any property occurring within the premises of Meerenhof Properties (Pty) Ltd (“**the Property**”) or arising from the Rider’s participation in any phase of the training program hosted by Christopher Grant Nixon and/or Pitkin Cycling CC and/or while present on the Property and/or while participating in any activities hosted on the Property at any time, however caused, and whether allegedly due to the act or omission, negligence or otherwise of the Indemnified Parties or arising from the use of any facilities supplied or from alleged defect in any equipment, services or conveyance supplied or made available or from any liquid or foodstuff supplied or arising in any other manner, at any time and from any other cause whatsoever. I hereby irrevocably waive, release, discharge, hold harmless and promise to indemnify and not sue any and all of the Indemnified Parties, from any or all rights and claims including claims arising from the rider’s own negligence, which I have or which may here after accrue to me from any or all damages which may be sustained by me directly or indirectly in connection with or arising out of any of the abovementioned activities;

acknowledge that this agreement shall be binding with effect from signature and remain binding during any future visit/-s to the Property and/or participation in any phase of the training program and/or any other activities on the Property, from time to time;

agree that, if and to the extent that any of the Indemnified Parties may be found liable notwithstanding the above, such liability shall be limited to an aggregate amount of R1000 in total.

This is a contract with legal and binding consequences. I have read it carefully before signing and I understand what it means and what I am agreeing to by signing.

Signed at : **CONSTANTIA UITSIG** on
 (place) (date)

RIDER
 (if younger than 18, need to be signed by Guardian)

GUARDIAN