



WESTERN PROVINCE MOTOR CLUB

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P.O. Box 220, Table View, 7439
6 Potsdam Road, Killarney Gardens
Cape Town

Indemnity

I, the undersigned, as duly authorised representative of:

Company/Club Name

do hereby state and agree that:

1. I am aware of the potential dangers involved in the participation in motor-sporting activities and have, as organiser of the event, communicated such to my clients/participants;

2. I accept that WPMC, in permitting our participation and our organisation of activities is subject to us establishing and ensuring all necessary safety measures thereto. All of WPMC sections, sub bodies, office bearers, officials, employees and sponsors shall be covered by this indemnity and as such I waive any action of whatsoever nature I may or may not have against them arising from or in connection with such organisation and or activities.

3. As such, I undertake to:

(a) take all necessary safety precautions as I am aware of the risk and involved in participating in motorsport activities;

(b) exonerate all persons and bodies involved in the organisation and sponsorship of the motorsport and related activities at Killarney and elsewhere under the auspices of the Club, including Motorsport South Africa 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 Western Province Motor Club;

(c) comply with all applicable safety rules and regulations of Motorsport South Africa and its subordinate bodies, club rules or regulations, and/or the direction of any official in charge of any such activity;

(d) **I acknowledge that in the event of our 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, and that the circuits, tracks and other facilities, and in particular the safety installations relating thereto, may be in the course of modification or repair, or may have been moved. It will therefore be our duty to satisfy ourselves that the circuit or track can be safely utilised and to adjust our driving or riding to take into account the prevailing circumstances at the time.**

(e) I acknowledge that it will be our further duty to keep our dependants apprised of our participation and to ensure that they are aware of this waiver and indemnity.

4. I hereby waive, for ourselves and our dependants any claim which we may have against Western Province Motor Club and all persons and bodies involved in the organisation and sponsorship of the motorsport and related activities at Killarney and elsewhere under the auspices of the Club, including Motorsport South Africa and its subordinate bodies from, any loss or damage which we 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;

5. I indemnify Western Province Motor Club and all persons and bodies involved in the organisation and sponsorship of the motorsport and related activities at Killarney and elsewhere under the auspices of the Club, including Motorsport South Africa and its subordinate bodies against any claim by any of our 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 our intention that this indemnity will be binding upon our estates.

6. I undertake in favour of Western Province Motor Club, that we 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 afore-going, I undertake not to allow the use of any vehicle, (including for this purpose, karts, motorcycles, quad bikes and other forms of transport,) owned or under my control by any such person or to permit any such person to be a passenger in such vehicle while using any of the sporting facilities of the club. To the extent that I may breach the undertaking given in this paragraph I indemnify the club on the same basis set forth in five above against any claim by any such person or his or her dependants.

I (Full Names).....

as the *duly authorised representative* hereby acknowledge the abovementioned agreement, the contents of which are fully understood and accepted.

SIGNED AT..... THIS..... DAY OF..... 20__

Signature _____