



**RELEASE OF LIABILITY, ASSUMPTION OF
RISK, CONSENT TO INJURY &
INDEMNITY**



PREAMBLE

WHEREAS I, _____
(please print in capitals) the undersigned indemnifier, wish to participate in one or more activities of **THE FOUR-WHEEL-DRIVE CLUB OF SOUTH AFRICA KZN MIDLANDS** (and variously known and/or referred to as **Midlands Four Wheel Drive Club of South Africa; FWD Club of SA KZN Midlands; Midlands FWDC; Midlands 4x4 Club;** and similar names); of Midlands 4x4 Clubhouse, Royal Showgrounds, Pietermaritzburg and P.O. Box 11279, Dorpspruit, 3206 (hereinafter referred to as "**the Club**");

AND WHEREAS the club shall include all its members and/or office-bearers and/or committee members and/or employees and/or volunteers and/or any guest and/or any other natural persons and/or legal personae and/or firms and/or any other person associated with, and/or involved with the club activities in any manner whatsoever and/or their estates, successors and assigns (hereinafter jointly referred to as the "**club members**");

AND WHEREAS "**club activities**" shall include any and all pursuits and/or activities undertaken at any time whatsoever, in which the club is or may in any manner whatsoever be involved, whether directly and/or indirectly and/or in person or remotely and whether through acts and/or omissions or *en route* to or from such club activity;

AND WHEREAS I am aware that the liability of the members of the club shall at all times be strictly limited to the subscriptions payable by them and any other monies that may be owing by them to the club;

AND WHEREAS I am prepared to give certain warranties, indemnities and consents and make certain acknowledgements relating to my participation in club activities;

AND WHEREAS it is a condition precedent for my participation in club activities that the said warranties, indemnities, acknowledgements and consents be recorded in writing and signed by myself;

AND WHEREAS I am fully aware of the nature and extent of the club activities;

AND WHEREAS I am aware that my participation in any club activity may be dangerous;

AND WHEREAS I am fully aware that my participation in any club activities whatsoever may cause harm to myself and/or to others;

AND WHEREAS I am fully aware and understand the nature of all the risks that I will or may at any time whatsoever be exposed to whilst participating in club activities;

AND WHEREAS I am fully aware and understand that any damage, injury or any other prejudice may arise from my participation with club activities or any cause whatsoever, including but not limited to illness, accidents, theft, damage or loss of property, personal injury, fatal injury, the claim of the dependent and whether caused in whole or in part by the negligence or any other conduct of one or more of the club members or the club (hereinafter referred to as "**harm**");

AND WHEREAS such harm might arise not only at the time of my participation with club activities but at any time whatsoever, including but not limited to being *en route* to or from club activities, during a tour, and/or at any other time or in any other manner related to club activities;

AND WHEREAS it is a condition precedent to my participation in any club activity whatsoever that I must duly complete, sign and hand a copy of this Indemnity to the relevant office-bearer, before I will be permitted to lawfully participate in any club activities;

NOW THEREFORE:

1. I incorporate herein by reference the contents of the Preamble to which I declare myself to be irrevocably bound.
2. I hold blameless and indemnify the club and club members from any harm which may befall me as result of my participation in club activities and/or my membership of the club.
3. I agree that I shall have no claim against the club or club members for harm of any nature which may befall me.
4. I hereby freely and voluntarily accept and expressly assume all risks of harm, dangers, hazards and responsibility which may arise from being associated with the club or its activities.
5. I consent to harm and/or the risk of harm of whatever nature and at whatever time and circumstances.
6. I hereby agree to absolve, waive, release, hold blameless and indemnify the club and club members from any harm which may befall me and any application, action or claim which may be asserted against the Club members.
7. I accept that this is the sole memorial of the Indemnity and no addition, alteration or consensual cancellation will be of any force or effect unless it is reduced to writing and signed by me and an office-bearer on behalf of the club.
8. By signing this Indemnity, I am not relying on any verbal or written representation or statement made by the Club, other than what is set forth herein.
9. The terms of this document are divisible and if any portion thereof is found to be invalid, illegal, unenforceable, void or voidable by law, such portion will be regarded as struck out from this document and the balance thereof will remain in full force and effect.
10. No previous representations or any actions taken by the parties may be relied upon to provide evidence of an estoppel and neither party may attempt to add to or vary any term or condition by the use of an estoppel or rectification.
11. I have read this Indemnity, I understand the terms and consequences thereof and I agree that I am bound to give effect thereto.

Signed at..... on this.....day of.....
20.....

Signature of Indemnifier

To be completed only in the case of an indemnifier under the age of 18:

Full names of parent/natural guardian signing on behalf of the indemnifier, who warrants that he has the authority to sign on behalf of the indemnifier's parent/natural guardian:

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Signature.....