

LIMITATION OF LIABILITY AND INDEMNITY

**Condition of Entry and Participation in the
MTN Amashova DURBAN Classic Cycle Race
(hereinafter referred to as EVENT)**

A DECLARATION BY PARTICIPANT (18 years and older)

I, (full name); (ID Number).....the undersigned hereby unconditionally accept and agree to bind myself to the terms and conditions set out hereunder.

1. I acknowledge the risks and hazards, which exist in a venture of this nature.
2. I am attending and/or participating in the EVENT entirely at my own risk.
3. I am obliged to strictly adhere to all the applicable rules and directives of the owners and organizers of the EVENT including all appointees assisting the organizers in respect of the EVENT.
4. I accept and agree that I, my estate, dependant(s) and those whom I represent shall not have any claim of whatsoever nature or kind against the MTN Amashova DURBAN Classic, Right on the Night Promotions CC, City of Durban, Provincial Government of KwaZulu Natal and all Sponsors (hereinafter referred to as ENTITIES) for any cost, loss, damage, injury, disability or death which may be incurred or suffered by myself, my estate and/or my dependant(s) arising directly or indirectly from my participation in the EVENT or any of the activities associated therewith or incidental thereto, use of facilities and/or amenities or by reason of defective material or equipment or by way of any human or mechanical error, default or failure or from any other cause whatsoever except upon proof that such cost, loss, damage, injury, disability or death was due to the sole negligence of ENTITIES in which event ENTITIES potential liability shall be limited to any claim which falls within the ambit of ENTITIES insurance policies and only to the extent that such claim is covered and settled by ENTITIES'insurer(s); and I agree to indemnify ENTITIES from and against all and any such claim(s) not covered or settled by ENTITIES insurer(s).

SIGNED: Participant _____

DATE _____

By appending my signature hereto I do hereby acknowledge and confirm that I have read the contents and have fully acquainted myself therewith and understand the meaning and effect of this "Limitation of Liability and Indemnity"

B DECLARATION BY LEGAL GUARDIAN (PARTICIPANT YOUNGER THAN 18 YEARS)

Any person putting his/her signature to this exclusion of liability and indemnity in any representative capacity whatsoever, unconditionally guarantees that he/she is duly authorized in law to act and legally bind the person(s) so being represented, and indemnifies the MTN Amashova DURBAN Classic against any liability, loss or damage suffered or which may in future be suffered as a result of the absence of such legal authority to bind and represent.

I, (full name); (ID Number)the undersigned, in both my personal and representative capacity as legal guardian of (full name of minor and his/her ID

number) (hereinafter referred to as MINOR) hereby unconditionally accept and agree to bind myself to the terms and conditions set out hereunder.

1. I acknowledge the risks and hazards, which exist in a venture of this nature.
2. I consent to MINOR's participation in the EVENT and accept the risks attaching thereto.
3. I acknowledge and accept that MINOR attends and/or participates in the EVENT entirely at his/her own risk.
4. I am responsible to ensure that MINOR strictly adheres to all the applicable rules and directives of the owners and organizers of the EVENT including all appointees assisting the organizers in respect of the EVENT.
5. I undertake not to bring any claim of whatsoever nature or kind against the MTN Amashova DURBAN Classic, Right on the Night Promotions CC, City of Durban, Provincial Government of KwaZulu Natal and all Sponsors (hereinafter referred to as ENTITIES) or in any way to hold ENTITIES liable for any cost, damage, loss, injury, disability or death whatsoever which I or MINOR may incur or suffer personally or in property and which directly or indirectly arises from his/her attendance or participation in the EVENT including any activities associated therewith or any arrangements incidental thereto or not such costs, damage, loss, injury, disability or death was occasioned by way of use of defective material or by way of any human or mechanical error, default or failure or from any other cause whatsoever, except upon proof that such cost, loss, damage, injury, disability or death was due to the sole negligence of ENTITIES in which event ENTITIES liability shall be limited to any claim which falls within the ambit of ENTITIES insurance policies and only to the extent that such claim is covered and settled by ENTITIES'insurer(s); and I in both my personal and my representative capacity of MINOR, hereby indemnify ENTITIES from and against any claim of whatsoever nature or kind not covered or settled by ENTITIES insurer(s).

SIGNED: Legal Guardian _____

DATE _____

By appending my signature hereto I do hereby acknowledge and confirm that I have read the contents and have fully acquainted myself therewith and understand the meaning and effect of this "Limitation of Liability and Indemnity"