

SOUTH AFRICAN MARQUE CLUB ASSOCIATION DECLARATION OF ASSUMPTION OF RISK AND INDEMNIFICATION

To be completed by all members of Clubs affiliated to SAMCA (The South African Marque Club Association) and each and every person who participates in an event, function or outing arranged by a Club, including all passengers, guests and officials.

I the undersigned:

..... (Full Names)

Identity No:

Of (Address):
.....

Being a member/guest (delete which is not applicable) of (insert name of Club) do hereby declare and acknowledge that:

1. I understand and appreciate that all events or activities involving or associated with the driving of motor vehicles whether of a competitive or social nature, and the attendance of any function or event associated therewith, involves or carries with it certain inherent risks and dangers, including the loss of or damage to property or personal injury, including the risk of injury, disability and/or death. I acknowledge that, with an awareness and appreciation of the risks, dangers and perils attendant upon such activities, I voluntarily and freely agree to run and assume the risks, perils and dangers associated with such activities and pastimes in line with the principle of *volenti non-fit injuria* (the *voluntary assumption of risk*), the meaning of which I am acquainted.
2. I acknowledge that I participate whether actively or passively, in events, outings and functions, whether of a social or competitive nature, nothing excluded, which may be arranged, staged, held or organised by the aforesaid Club or any other organisations or persons connected therewith, whether individually named or not, or as a group, entirely at my own risk.
3. I have read, or am deemed to have read, understood and agree to be bound, where applicable, by the General Competition Rules of Motorsport South Africa (herein after referred to as MSA) and agree to be bound by the Supplementary Regulations issued for any competition and/or events in which I may participate.
4. I acknowledge and agree that neither the Club, its office bearers, members, or officials, SAMCA, its officials or member clubs, nor any promoter, organiser, guarantor and/or sponsor of any competition, event or function in which I may participate, or the owners of the property or premises on which a competition, event or function is held, or (save as is expressly provided for herein) any government, provincial or municipal body and their respective agents, officials, servants or representatives shall be liable under any circumstances for any damages which may be suffered by me or any person associated with me, which shall include, but not be limited to, any damage to any vehicle or property, or damage done by or occasioned by any vehicle entered by, driven or ridden by me, or upon which I may be conveyed, during the course of my participation in any event, competition or function.
5. I hereby waive and abandon any and all claims of whatsoever nature which I may have (save as is expressly provided for herein), which shall extend to any claim for personal injury, whether fatal or otherwise, or any other loss of whatsoever kind which may be sustained or suffered by me, my heirs, executor, successors in title, or dependants, or that of any person conveyed in or riding on, or upon any motor vehicle whatsoever (save as is expressly provided for herein) and whether caused during any competition or practice run , or while the said vehicle is on any road or area forming part of a track or route or any deviation there from, or any approach by whatever means such damage, injury or loss may be caused or suffered; even though this may have in any respect been caused by or contributed to by the wilful act, neglect or default of any official, agent, servant, member or representative of the Club, its affiliates or any other organisation named or as contemplated herein, including the Promoter, Organiser, Guarantor or Sponsor of the said competition or event, or the owners of the property or premises upon which the competition, event or function is held.

Initials:

- 6. I hereby agree to and undertake to indemnify and hold harmless in respect of any such claim, the Club, its office bearers or members, affiliates, SAMCA, the Promoter, Organiser, Guarantor, Sponsor or Facilitator of any event, competition or function aforesaid, as well as the owners of any property or premises upon which the said competition or event is held, together with any government, provincial or municipal body and their respective agents, officials, servants and representatives. The aforesaid shall apply irrespective of whether any vehicle is on any road or area forming part of a track or route, or any deviation there from, or any approach, by whatever means such damage, injury or loss may be caused or occasioned.
- 7. I hereby waive and abandon any claim which I, my heirs, executors, dependants, guests, invitees or any other party associated with me, may have, whether now or in the future, against any Club, its office bearers or members, or SAMCA, together with any Promoter, Organiser, Guarantor or Sponsor of any competition or event, or its officers or agents, including any fellow member of any such Club or organisation, or of any other Club or association which is a member of SAMCA or affiliated to SAMCA, arising out of my participation in or attendance at any such event, competition or function.
- 8. I further unconditionally indemnify and agree to hold harmless, in all respects the Club, its office bearers or members, SAMCA, its member or affiliated Clubs, as well as the Promoter, Organiser, Guarantor, Sponsor or Facilitator of any event, competition or function aforesaid as well as the owners of any properties of which the said competition or event is held, together with any government, provincial or municipal body, their respective agents, officials, servants and representatives, against any Legal Liability of any nature for any damage or injury so done, suffered or sustained as aforesaid, by myself or any other persons as contemplated herein.
- 9. The said indemnity shall extend to and be for the benefit of all associations, their member clubs and individual members affiliated directly or indirectly to SAMCA and any official, representative, agent, promoter, organiser, sponsor or guarantor organising or responsible for any event, competition, function or outing, the owner/owners of any property or premises in or upon which any event, outing, competition or function is held and in which I may have participated or attended, together with any government, provincial body, regional services board or municipal body and their respective agents, against any Legal Liability of any nature for any damage or injury that may arise out of or from my participation in or attendance at any event, outing or function organised at any time by the Club, SAMCA and/or the persons described herein. This indemnity shall be of an enduring nature and may not be withdrawn, cancelled or amended without the written consent of the Club or organisation to which I belong or am affiliated.
- 10. The aforesaid voluntary assumption of risk and indemnity declaration shall however not apply to or affect any claim of which I, my heirs executors, dependants or guests may have in terms of the Road Accident Fund Act as amended, the Occupational and Safety Diseases Act, or any other similar legislation, but shall be limited to and apply solely to claims which may arise against the bodies or persons described herein and from the circumstances described.

SIGNED ATTHIS..... DAY OF..... 20.....

SIGNED:

WITNESS:

If any signatory to the above form of indemnity is under 18 years of age, then the following additional declaration shall be made and completed.

I (Full Names): Identity No:

Of (Address):

On behalf of:Identity No:

In my capacity as Parent/Guardian/ Curator (delete which is not applicable) do hereby consent to the person named above being my son / daughter / ward (delete which is not applicable) participating in events, outings and functions as set out more fully in the form above.

SIGNED ATTHIS..... DAY OF..... 20.....

SIGNED:

WITNESS: