

Disclaimer

I acknowledge and agree that canoeing has a risk of serious injury, illness, death, drowning and/or damage to participants, sports and other equipment. I acknowledge that the risks inherent in the sport, include, but are not limited to risks arising from my skill and ability as a paddler, my nutrition and fluid intake, my fitness and health prior to the event/activity, weather conditions, water conditions, the actions of their competitors, the event/activity organizers, sponsors and their principals, representatives, agents and assigns. I undertake and agree to seek medical or any other assistance from the event/activity organizers, if I sense or observe a hazard or unsafe condition, or if, at any time, I feel unable or unfit to safely continue participating in the event/activity for any reason. I furthermore undertake to withdraw from participation in the event/activity/activity if advised or instructed by the organizers of the event/activity to do so or if I, at any time, sense or observe any unusual hazard or unsafe condition and I am in any way concerned that it is unsafe for me to continue with the event/activity or if I, in any way feel unable or unfit to safely continue with the event/activity.

I appreciate and understand the risks inherent in the event/activity and my participation therein. I accept these risks and confirm that I participate in the event/activity at my own sole and absolute risk. I undertake to follow all the rules of the event/activity and all directions and/or instructions given to me by the organizers of the event/activity and their principals, representatives, agents and assigns.

Whilst reasonable safety and precautionary measures are taken by the event/activity organizers to ensure my safety, the event/activity organizers, sponsors, third party service providers to the event/activity, private landowners who grant access to their property for the purposes of the event/activity and their principals, representatives, agents and assignees ("the parties") do not accept any responsibility for any claim whatsoever arising from death, injury or loss and/or damage to person or property occasioned as a result of my participation in the event/activity. This includes, but is not limited to, the damage to, theft of, loss of or disappearance of bicycles, cars and other material properties which are parked, housed or left in the bike park, transition zone or parking areas at the event/activity venues or on the route.

I accordingly hereby indemnify and hold harmless the parties to the fullest extent possible in law, against any claims occasioned as a result of my participation in the event/activity of whatsoever nature or howsoever caused, including, without limitation, any loss, injury, harm, illness, death or damage of whatsoever nature and howsoever caused arising directly or indirectly out of any act or omission, including negligent acts or negligent omissions by the parties, including any claim for consequential loss or damage, loss of profits or any claim by any of my dependents arising from event/activity related to, in connection with or occasioned as a result of my participation in the event/activity.

I confirm that I understand the importance and the meaning of this liability disclaimer, the waiver of claims and indemnity and, that by agreeing hereto, I am waiving substantial legal rights (on my own behalf and on behalf of my dependents). I acknowledge that I have been free to secure independent legal and/or other advice as to the nature and effect of all the provisions of this liability disclaimer, waiver and indemnity and that I have either taken such independent legal and/or other advice, or dispensed with the necessity of doing so.

Each sentence, paragraph, term, clause and provision of this agreement and any portion thereof will be considered severable and if, for any reason, any such sentence, paragraph, term, clause or provision is held to be invalid, contrary to, or in conflict with any applicable present or future law or

regulation (including, without limitation, the Consumer Protection Act 68 of 2008 ("CPA") and any regulations thereto) or in terms of a final, binding judgment issued by any court, it shall to that extent be deemed not to form part hereof and will not impair the operation of, or have any effect upon such other sentence, paragraph, term, clause or provision hereof as may otherwise remain valid or intelligible, which will continue to be given full force and effect and bind the parties hereto.

No term or condition of this agreement is intended to breach any peremptory provisions of the CPA and any regulations thereto, to the extent that same is applicable hereto.