

Liability Waiver and Release Form for Mountain Bike Route Rides

Event: MONTAGU TRAILS assigned ABSA Cape Epic Training Routes

LOCATION: Montagu, Various farms and farm portions on the assigned GPX routes

I, the undersigned participant ("Participant"), acknowledge that I have voluntarily chosen to ride on Mountain Bike Trails and Routes as detailed in the Montagu Trails supplied GPX route files (the "Activity") on various farm properties in the Montagu area of the Langeberg Municipality, Western Cape, South Africa.

In consideration of being permitted to participate in the Activity on the Landowner's properties, I agree to the following terms and conditions:

1 Acknowledgment of Risks

I understand that mountain bike riding is an inherently dangerous activity that involves significant risks, including but not limited to:

- Physical injury, including cuts, bruises, fractures, concussions, or other bodily harm.
- Permanent disability or death.
- Property damage or loss, including damage to my bicycle or personal belongings.
- Hazards related to uneven terrain, rocks, roots, steep inclines, drops, water crossings, and other natural or man-made obstacles.
- Encounters with wildlife, insects, or other environmental hazards.
- Risks arising from weather conditions, such as rain, heat, or lightning.
- Risks associated with my own physical condition, skill level, or equipment failure.

I acknowledge that the Landowner/s have not inspected or maintained the property specifically for the purpose of mountain biking and that the property is provided "as is" for the Activity.

2 Assumption of Risk

I knowingly and freely assume all risks, both known and unknown, associated with my participation in the Activity, even if arising from the negligence of the Landowner/s, other participants, or third parties. I accept full responsibility for any injuries, damages, or losses I may sustain during the Activity.

3 Release and Waiver of Liability

I hereby release, waive, discharge, and agree not to sue the Landowner/s, their heirs, assigns, agents, or representatives (collectively, the "Released Parties") from any and all liability, claims, demands, actions, or causes of action arising out of or related to any loss, damage, injury, or death that may be sustained by me or my property while participating in the Activity, whether caused by the negligence of the Released Parties or otherwise.

4 Indemnification

I agree to indemnify and hold harmless the Released Parties from any claims, demands, or costs, including reasonable attorney fees, arising out of my participation in the Activity, including but not limited to claims brought by third parties or other participants.

5 Medical Costs

I certify that I am physically fit and have no medical conditions that would prevent my safe participation in the Activity. In the event of an injury I agree to bear all costs associated with such treatment.

6 Equipment and Personal Responsibility

I acknowledge that I am responsible for providing and maintaining my own equipment, including my bicycle, helmet, and protective gear. I confirm that I will always wear a helmet and appropriate safety gear during the Activity. I understand that the Landowner/s is/are not responsible for inspecting or ensuring the safety of my equipment.

7 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of South Africa. Any disputes arising under this Agreement shall be resolved in the courts of South Africa.

8 Acknowledgment of Understanding

I have read this Liability Waiver and Release Form, fully understand its terms, and sign it freely and voluntarily without any inducement. I am at least 18 years of age and have the legal capacity to enter into this Agreement.

Participant's Name (Print): _____

Participant's ID Number: _____

Participant's Signature: _____

From Date: _____ To Date: _____