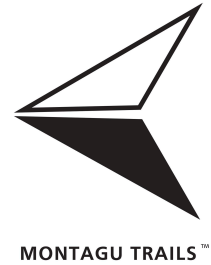


**MONTAGU TOWN TRAILS and the MONTAGU TRAIL NETWORK (Private Property)**

**MTN RIDER AGREEMENT, ASSUMPTION OF RISK, RELEASE & INDEMNITY**



**This form applies for the duration of the Riding Permit, complete clearly and legibly. The PERMIT BOARD must be DISPLAYED on your bike AT ALL TIMES!**

**1. NATURE OF ACCESS**

I, the undersigned Participant, acknowledge that I have voluntarily chosen to ride the mountain bike trails forming part of the **Montagu Town Trails (MTT)** as well as the **Montagu Trails Network (MTN)**, as identified by the **Montagu Trails (MT)** supplied map or GPX route files (the "**Activity**").

I understand that portions of the MTN are situated on **privately owned working farms, other private properties and Municipal Property in the Montagu area of the Langeberg Municipality, Western Cape, South Africa.**

I acknowledge that permission to ride these routes is granted through Montagu Trails in cooperation with the relevant landowners and is a **privilege and not a right of access to the private property.**

My permission to ride is limited to the **designated MTN routes and the period covered by my Riding Permit.**

**2. ACKNOWLEDGEMENT OF RISKS**

I understand that mountain biking is an inherently hazardous activity and that participation involves risks including, but not limited to:

- uneven terrain, rocks, roots, steep inclines, descents, drops, water crossings and other natural or man-made obstacles;
- injury, permanent disability or death;
- bicycle or personal property damage or loss;
- wildlife, livestock, insects and other environmental hazards;
- weather conditions including heat, rain, wind and lightning;
- encounters with pedestrians, runners, cyclists, vehicles, agricultural machinery and other trail or property users;
- hazards associated with working agricultural properties and farming activities;
- my physical condition, skill level, judgement or behaviour; and

I understand that the conditions of the land and trails may change without notice and that the properties forming part of the MTN are **not dedicated public recreational facilities.**

**3. RIDER RESPONSIBILITIES**

I agree to:

- ride within my ability and accept responsibility for my own safety;
- wear a suitable bicycle helmet and appropriate protective equipment;
- ensure that my bicycle and equipment are suitable and in safe working condition;

- respect the land, landowners, farming operations, livestock, property, other users and the environment;
- remain on the designated MT supplied GPX route;
- obey all signage, route instructions and reasonable directions issued by MT;
- close gates after passing through them where required (and indicated);
- not damage, remove or interfere with property, fences, gates, vegetation, livestock or trail infrastructure;
- report significant trail, safety or property issues to MT.

I understand that **MT does not inspect or certify the condition or suitability of my bicycle or personal equipment.**

#### **4. ASSUMPTION OF RISK & RELEASE**

I knowingly and voluntarily assume all risks associated with the Activity, including risks arising from the condition of the trails and property and from the actions or omissions of other persons.

To the extent permitted by South African law, I **release and waive claims against:**

**Montagu Trails (MT), its Management Committee members, employees, volunteers, contractors and representatives; and the relevant landowners, their employees, agents and representatives**

(collectively, the "**Released Parties**") for loss, damage, injury or death arising from my participation in the Activity, except to the extent that such exclusion or limitation is not permitted by applicable law.

#### **5. INDEMNITY**

To the extent permitted by South African law, I agree to indemnify the Released Parties against claims, losses, damages, costs or expenses arising from my participation in the Activity or from my breach of this Agreement, including claims arising from my actions or omissions.

#### **6. MEDICAL & PERSONAL RESPONSIBILITY**

I confirm that I am responsible for determining whether I am physically capable of participating safely in the Activity.

I accept responsibility for my own medical, rescue, transport and related costs arising from participation in the Activity.

I understand that MT does not provide medical or rescue services as part of the Riding Permit.

#### **7. GOVERNING LAW**

This Agreement is governed by the laws of the **Republic of South Africa.**

#### **8. ACKNOWLEDGEMENT & ACCEPTANCE**

I confirm that I have read and understood this Agreement, that I am **18 years of age or older** and have the legal capacity to enter into it, and that I voluntarily accept the conditions of access to the MTN.

#### **MONTAGU TRAILS**

**The Montagu Trail Network exists through the goodwill and trust of participating landowners.**

**By riding the Montagu Trail Network, you are a guest on private property.**

***Respect the property. Respect the people. Respect the privilege of access.***