



Sunrise to Sunset 100km Magalies Biosphere Women's Walk

Terms and Conditions

1. *Sunrise to Sunset 100km Magalies Biosphere Women's Walk is an annual project underwritten and organised by RUSTENBURG ADVENTURES TOURISM ACCOMMODATION (NPC). For the purpose of this agreement it will be referred to as RATA (NPC). The following is the terms of agreement between RATA (NPC) and each of our participants. If you do not agree to these terms, you should not apply to participate in the Sunrise to Sunset, so please review these terms carefully. If you have any questions about them, please contact us.*

You enter into this agreement with RATA (NPC), when we receive the specified booking payment or deposit with the necessary completed application form from you.

2. Liabilities

2.1. You accept that hiking is a dangerous activity and that it can cause serious injury or death or disfigurement.

2.2. The **Sunrise to Sunset 100 km Magalies Biosphere Walk** takes place in an outdoor environment and is, by its nature, not free from risk. Even though the Organisers and sponsors of **Sunrise to Sunset 100 km Magalies Biosphere Women's Walk** make every effort to minimise the risk to the volunteer and/ or participant and instructs the volunteer/participant in the safe negotiation of such risk as may remain or arise due to an act of God or *vis major*, over which no living person or entity have any control.

Consequently, while all reasonable efforts will be made to ensure the safety and well-being of all the volunteers/participants, because the activities take place in an outdoor environment the volunteer/ participant must be aware, understand, accept and irrevocably agree that there are inherent dangers, risks and certain anticipated or unknown unpredictability accompanying the activities. The volunteer/participant accepts responsibility for such risks to personal safety. The volunteer/participant accepts that to that extent she is taking part in the **Sunrise to Sunset 100 km Magalies Biosphere walk / hike** activity at her own risk.

3. RATA (NPC), Kloof Holiday Resort, Kgaswane Mountain Reserve, Paramount Conference & Adventure Venue, Milorho Lodge, Inthaba Thulile, Kobus van der Walt – Rhenosterhoek Farm, Konka Camps, Overvaal Protea Products, R24 Landowners Association, Rustenburg Rotary Club, Flintbeck Farm, Platinum Kersmark Team, Alna Van Der Walt, Lelapa Travel & Tours, Franka Guesthouse, Ons Dorpshuis Guesthouse and/or any staff member/s and/or volunteers involved or associated with any of the abovementioned entities where applicable, will not, shall not and cannot be held liable for any injury or loss of whatsoever kind or form which results from failure to follow safety instructions.

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The volunteer/participant acknowledges that other loss, damage or expense including, without limitation, loss of money, loss or damage to clothes, equipment and possessions, losses arising on the cancellation of a booking and the expenses of delay and harm caused howsoever arising is not the responsibility of **RATA(NPC)**.

4. All volunteers/participants must obey the safety instructions of the group leader/guide at all times and agree not to act in a way that compromises the safety, enjoyment, learning or well-being of themselves, other participants or support staff. **RATA (NPC)** reserves the right to withdraw services, without refund, for any participant that does not follow safety instructions of the guide or in the guide's judgement pose a safety risk.
5. **RATA (NPC)** may ask a participant to withdraw from activities, without refund, if they are found, or seem, to suffer from a physical or mental condition that, in the guide/committee's judgement, poses a threat to security, safety or the wellbeing of the participant or others. If a prospective participant is in any doubt about this, they must discuss their condition with **RATA (NPC)** in advance of booking and, if deemed necessary, seek medical advice.
6. **RATA (NPC)** may ask a participant to withdraw from activities, without refund, if she is found, or seem, to be in very poor physical condition, or of very low personal fitness that, in the committee's judgement, may compromise group wellbeing or safety. If a prospective participant is in any doubt about this they must discuss their physical condition with **RATA (NPC)** in advance of booking and, if deemed necessary, to seek medical advice.
7. **RATA (NPC)** will not tolerate verbal or physical abuse of other volunteers/participants, our committee members, our support staff, our accommodation, local people or the environment. Any breach of this will result in the immediate withdrawal of our services without refund, removal from designated accommodation and may lead, in serious instances to prosecution.
8. Each participant is required to sign the **ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM** and include the signed form with her application/entry form and proof of payment to secure a place in the Sunrise to Sunset for the year.

Name and Surname: _____

Date: _____

Place: _____

Signature: _____