



## Sunrise to Sunset 100km Magalies Biosphere Women's Walk

### ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

I, the undersigned, \_\_\_\_\_, being of sound mind and fully aware of the content of this waiver, freely and voluntarily,

1. **HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING OR ATTENDING THIS ACTIVITY OR EVENT**, namely the Sunrise to Sunset 100km Magalies Biosphere Women's Walk, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, controlled or maintained by the walk, or because of their possible liability without fault.
  
2. I certify that I am **physically fit** and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity or event.
  
3. I acknowledge that this Accident Waiver & Release of Liability Form will be used by the event holders, sponsors, and organizers of Sunrise to Sunset 100km Magalies Biosphere Women's Walk, and in more particularity
  - Kloof Holiday Resort
  - Kgaswane Mountain Reserve
  - Overvaal Protea Products
  - Paramount Conference & Adventure Venue
  - Milorho Lodge
  - Joanne Haverson's Farm Inthaba Thulile
  - Kobus van der Walt – Rhenosterhoek Farm
  - Konka Camps
  - Platinum Kersmark Team
  - RATA (NPC)
  - Alna van der Walt
  - Thaba Legae Guest Lodge
  - Franka Guesthouse
  - Flintbeck Farm
  - R24 Landowners Association

Tel. +27 (0) 81 817 9416 | Email. [info@sunrisetosunset.co.za](mailto:info@sunrisetosunset.co.za)

RUSTENBURG ADVENTURES TOURISM & ACCOMMODATION: [rustenburg.rata@gmail.com](mailto:rustenburg.rata@gmail.com)



- The Rustenburg Rotary Club
- Lelapa Travel & Transfer
- Ons Dorpshuis Guesthouse and/or
- Any staff member/s and/or volunteers involved or associated with any of the abovementioned entities where applicable,

And that it will govern my actions and responsibilities at said activity or event.

4. In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:
- (A) **I WAIVE, RELEASE AND DISCHARGE** from any and all liability, including but not limited to, liability arising from negligence, whether gross or not, or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my travelling to and from this event.
- (B) **I INDEMNIFY, HOLD HARMLESS, AND WILL NOT SUE , or instruct any third party on my behalf to institute action on my behalf** the entities and natural persons mentioned in paragraph 3 above, and/or any other persons involved in the organising of this event and/or somehow instrumental or involved in rendering services during the event, and waive, set free, and relinquish them from any and all liabilities or claims made as a result of participation in this activity or event, whether caused by the negligence, whether gross or not, of release or otherwise.
5. I acknowledge that this activity or event may **test a person's physical and mental limits** and may carry with it the potential death, serious injury and disablement, and property loss. The risks may include, but are not limited to, those caused by terrain, wildlife, facilities, weather, temperature, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event support staff and lack of hydration or any other underlying medical ailment brought about through participation in the event or any activity associated with the event. These risks are not only inherent to participants, but are also present in volunteers. I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident, and/or illness during this activity or event. Should I not be able to verbally give consent to any medical interventions, this document will serve as my express consent to undergo any medical interventions that might be necessary to save my life and/or limbs. I irrevocably authorize the event coordinators to, should it be re-



quired sign all required documentation on my behalf, without them acquiring any personal or corporate liability for doing so.

6. I understand that at this event or related activities, I may be **photographed**. I agree to allow my photo, video or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers, and assigns without being entitled to any remuneration for such publications.
  
7. The accident waiver and release of liability shall be constructed broadly to provide a release and waiver to the maximum extends permissible under applicable law.

BY SIGNING THIS FORM I CERTIFY THAT I HAVE READ THE SUNRISE TO SUNSET 100KM MAGALIES BIOSPHERE WOMEN'S WALK ACCIDENT WAIVER AND RELEASE OF LIABILITY DOCUMENT, AND THAT I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

NAME: \_\_\_\_\_ SURNAME: \_\_\_\_\_

DATE: \_\_\_\_\_

PLACE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

Witness: \_\_\_\_\_