



Company Reg.: CK2011/036643/23

B26 Bushbuck Road,
Shongweni,
Durban, KZN

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Hyper by the Sea,
4053

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A family orientated 4x4 and 4x2 off road facility with a variety of obstacles. Catering for Team building, Competitions, Events and Driver Training.
Come and live the adventure!!

Participants Indemnity sheet

Whereas I wish to attend the event and/or drive my personal vehicle and/or drive the vehicle with permission from the legal owner, on an off-road track or mobile driving unit; and whereas I wish to participate in the event or as a passenger in same, provided that I sign this indemnity; and whereas my personal vehicle, or with permission from the vehicle owner, will be used on public roads as well as private property, specifically in the event that contains inherent risks, I confirm that I voluntarily assume such risks and I hereby agree to sign this indemnity.

Please print clearly:

Please initial: Driver: _____ Co-Driver: _____

Name & Surname	
I.D Number	
Tel / Cell	
Club Name	
Vehicle Type	
Vehicle Reg. no:	
Emergency contact information – Next of Kin	
Name & Surname	
Telephone number	
Relation	

Killarney 4x4 retains the discretion to decline or terminate my attendance in the event at any time.

“Indemnified Parties”

Killarney 4x4 cc, and/or its associates and/or family and heirs, and/or its affiliates and/or its employees and/or its insurers and/or landlord/s, the various clubs & their members, marshal’s and their family and heirs and/or their insurers, event organizers and/or clubs.

“Event”

Demonstration program and/or promotion and/or event

Now therefore:

1. I acknowledge that the activities in which I will participate in could be inherently dangerous activities, and confirm that I am fully aware of the potential dangers thereof, and I **undertake to participate at my sole risk and responsibility**. I acknowledge that I will make all members of my party who accompany me aware of these dangers prior to participating in any activity.
2. I further agree to follow all lawful instructions given and other relevant rules, whilst driving and at all times during the event, as specified by Killarney 4x4 or its employees, club members and officers.
3. I accept that Killarney 4x4, or its employees, club members and officers may be required and obligated to make decisions under pressure, and I accept that those decisions are made in the best interest of the safety of all participants in the event **and I hereby waive any claim of whatever nature that I may have against the indemnified parties arising from the decisions made.**

Initial

4. I fully recognize that I will at all times be subject to all applicable motoring laws and regulations and event rules and regulations. My safety and the safety of other road users, passengers and pedestrians and/or spectators depend on my safe driving and is not the responsibility of Killarney 4x4 and the mentioned indemnified parties.
5. I warrant that I have a valid driver's license and further that I will not permit any person without a driver's license to drive my vehicle, and further that I am medically fit to drive the motor vehicle in the event, and that I do not pose any threat or risk to either him/herself or any other road and track user.
6. I will at all times be in a safe, appropriate and prudent manner, and I will at all times exercise the necessary and high degree of care and attention whilst participating in the demonstration program and/or promotion and/or event.
7. I will not at any time whilst driving, or as a passenger on the demonstration program and/or promotion and/or event, be under the influence of Alcohol, or be under the influence of any drug which might impair my alertness and driving abilities, and I will at all times use my safety belt.
8. I confirm that I will be responsible for the safekeeping of any property that I may take with me on the demonstration program and/or promotion and/or event.
9. I understand and acknowledge that by participating in this demonstration program and/or promotion and/or event, myself, my children or children in my care may be photographed or videoed by other persons either participants, Killarney 4x4, its employees, its affiliates, and Marshalls. I also accept that although Killarney 4x4 encourages responsible and appropriate use of images, the indemnified parties cannot control the use of dissemination of images that may be published in the public domain.
10. I further consent to taking, publication and use of photographs of me in any and all publications for any lawful purpose including, without limitations, publicity, illustrations, advertising and web content. I hereby authorize Killarney 4x4 to edit, alter, copy, exhibit, publish or distribute any photographs taken by them. I waive the right to inspect or approve of the finished product, including written or electronic copies of my photographs or likeness. Additionally, I waive any right to royalties or other compensation arising out of or in any way related to the use of any photograph or any other likeness of me or my image. **I hereby hold harmless release and forever discharge the indemnified parties from any and all claims, demands, action and cause of action which I, my heirs, personal representatives, assigns, or any other person or persons acting on my behalf have or may have arising out of or relating to the use of the photographs as set out herein.**
11. I hereby waive any claim of whatever nature that I may have against the indemnified parties, arising from driving of the said vehicle or being a passenger therein.
12. I hereby waive any claim of whatever nature that I may have against the indemnified parties, arising from the driving of my personal or curtesy vehicle.
13. I voluntarily assume the inherent risk by driving on any such track and I, together with my heirs, executors and administrators hereby release all indemnified parties, from any duty or care towards me, in connection with my driving on any track, and from liability from all or any claims that could accrue to me or my heirs, executors and administrators arising out of my participation in the event, or in any related activities irrespective of whether such claim or claims arose through the negligence of any person, or from any of the inherent risks, dangers or hazards of a track, or of any loss of, or damage to any property from any cause whatsoever and I further indemnify and hold harmless associated persons against any claims, howsoever the same may arise.
14. I hereby certify that I read and understand all the details in this indemnity form, and my signature herein signifies my consent and agreement to the terms and conditions herein.
15. I, the undersigned _____ hereby declare, that I fully understand and am satisfied with the nature and content of this indemnity and confirm that I am willing to bind myself accordingly, irrespective of my first language.

Because of the nature of the activities, Killarney 4x4 would advise against anyone with any of the following conditions participating in any activities - back, neck or spine problems, heart or respiratory conditions and/or pregnancy. Anyone choosing to participate against this advice does so entirely at his/her own risk.

Signature: _____ Date: _____ Signed at: Killarney 4x4, B26 Bushbuck road, Shongweni Valley, 3690.

You are required to sign this form in order for you to participate in the demonstration program and/or promotion and/or event.

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