

Winterskloof Trail Run/Walk



ENTRY FORM

First Names			
Surname			
Age			
ID number / DOB*			
Sex			
Contact number			
Emergency contact person			
Emergency contact number			
Event entered		8,5km Walk	8,5km Run

I have read the Agreement on the back of this Entry Form, fully understand its terms, understand that I have given up substantial rights by accepting it and have done so freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Signature of entrant

Signature of Guardian*

Name and surname of Guardian*

ID number of Guardian*

* In case of minor

WAIVER FORM – RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT (“AGREEMENT”)

In consideration of being permitted to participate in any way in the Winterskloof Fun Run (“Activity”), I, for myself, my personal representatives, assigns, heirs and next of kin:

1. Acknowledge, agree, and represent that I understand the nature of Trail Running/Walking Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
2. Fully understand that:
 - a. Trail Running/Walking activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis, and death (“Risks”);
 - b. These Risks and dangers may be caused by my own actions or action; or inaction’s of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the “Releases” named below:
 - i. Winterskloof and Worlds View Conservancy Trust;
 - ii. Winterskloof Sector Forum under Hilton Community Police Forum;
 - iii. NCT FORESTRY CO-OPERATIVE LIMITED inclusive of its subsidiaries or associated companies;
 - iv. uMngeni Municipality inclusive of all its departments;
 - v. Transnet
 - c. There may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs and damages I incur as a result of my participation or that of the minor in the Activity.
3. Hereby release, discharge, covenant not to sue the Winterskloof Trail Run, their respective administrators, directors, agents, officers, members, volunteers, participants, any sponsors, advertisers, and Land Owners and Lessors of premises and land on which the Activity takes place, (each considered one of the “Releasees” herein) from all liability, claims, damages on my account caused or alleged to be caused in whole or in part by the negligence of the Releasees or otherwise, including negligent rescue operations; and I further agree that if despite this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by accepting it and have done so freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.