

INDEMNITY AND WAIVER OF LIABILITY AGREEMENT

FOR e-DIRT BIKE ADVENTURES / TOURS / SAFARIS

1. Parties Involved:

This Indemnity Agreement ("Agreement") is entered into by and between:

- 1.1 **e-Dirt Bike Adventures / Tours / Safaris** ("the Company"), including its owners, employees, agents, representatives, contractors, and any other individuals or entities associated with the Company; and
- 1.2 **The Participant**, the undersigned individual who will partake in services and activities provided by Dullstroom e-Dirt Bike Adventure / Tours / Safaris.
- 1.3 **Property Owners** ("Landowners"), whose properties the e-dirt bike tours / safaris traverse and who permit the use of their land for the Company's activities.

2. Acknowledgment of Risks:

- 2.1 The Participant acknowledges and accepts that the activities offered by e-Dirt Bike Adventures / Tours / Safaris, including but not limited to e-dirt bike riding, involve inherent risks. These risks include, without limitation, personal injury, property damage, accidents, collisions, equipment failures, varying terrain, weather conditions, wildlife encounters, or other unforeseen circumstances.
- 2.2 The Participant affirms that they have no medical conditions or limitations that would prevent them from safely participating in the activities provided by the Company.
- 2.3 The Participant acknowledges that they have been advised to wear appropriate safety gear, including but not limited to helmets, gloves, protective clothing, and other necessary equipment.

3. Assumption of Risk:

The Participant, in full awareness and knowledge of the risks, voluntarily chooses to participate in the activities and assumes all risks of injury, loss, or damage, including any harm that may result from the actions or negligence of the Company, its owners, employees, representatives, agents, and the Landowners.

4. Waiver and Release of Liability:

- 4.1 The Participant agrees to release, discharge, and hold harmless Dullstroom e-Dirt Bike Adventures / Tours / Safaris, its owners, employees, agents, representatives, contractors, and Landowners from any and all claims, demands, damages, injuries, actions, causes of action, or liabilities of any kind, whether known or unknown, anticipated or unanticipated, that may arise from participation in the Company's activities.
- 4.2 The release and waiver of liability include, but are not limited to, any injuries, damages, or losses that may occur due to the negligence or alleged negligence of the Company, its owners, employees, agents, representatives, contractors, or Landowners.
- 4.3 This waiver and release is binding on the Participant, their heirs, assigns, representatives, and legal successors.

5. Indemnification:

- 5.1 The Participant agrees to indemnify and hold harmless e-Dirt Bike Adventures / Tours / Safaris, its owners, employees, agents, representatives, contractors, and Landowners from any and all claims, actions, suits, demands, damages, costs, or expenses, including attorney's fees, that may arise due to the Participant's actions, negligence, or omissions during participation in the Company's activities.
- 5.2 The Participant agrees to reimburse the Company, its owners, employees, agents, representatives, contractors, and Landowners for any costs or expenses incurred in defending against any claims or suits brought as a result of the Participant's involvement in the activities.

6. Medical Treatment and Emergency Response:

- 6.1 The Participant authorises e-Dirt Bike Adventures / Tours / Safaris and its employees or representatives to administer first aid or arrange for medical treatment in the event of an emergency.
- 6.2 The Participant assumes full responsibility for any costs or expenses related to medical treatment or emergency response. The Company makes no representations or warranties regarding the adequacy or availability of medical assistance.

7. Equipment Use and Condition:

- 7.1 The Participant acknowledges that they are responsible for inspecting all equipment provided by e-Dirt Bike Adventures / Tours / Safaris before participating in any activity. If any equipment is found to be unsafe or unsuitable, the Participant agrees not to use it and to notify the Company immediately.
- 7.2 The Participant agrees to use all equipment provided by the Company in a safe and responsible manner and to follow all safety instructions given by the Company's employees or representatives.

8. Compliance with Laws and Regulations:

The Participant agrees to comply with all local laws, regulations, and guidelines related to the activities provided by e-Dirt Bike Adventures / Tours / Safaris. The Participant understands that any illegal or unsafe behaviour may result in the termination of participation without a refund and may subject the Participant to additional legal consequences.

9. Photography and Media Release:

The Participant consents to the use of any photographs, video footage, or other media taken during participation in the activities for promotional, advertising, or marketing purposes by e-Dirt Bike Adventures / Tours. The Participant waives any right to compensation or claims regarding the use of such media.

10. Severability: (For international clients)

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that closely matches the intent of the original provision.

11. Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which e-Dirt Bike Adventures / Tours / Safaris operates. Any disputes arising from this Agreement shall be subject to the exclusive jurisdiction of the courts in that jurisdiction.

12. Entire Agreement:

This Agreement constitutes the entire agreement between the Participant and e-Dirt Bike Adventures / Tours / Safaris regarding liability and indemnity. No modifications or amendments to this Agreement shall be effective unless made in writing and signed by both parties.

13. Acknowledgment of Understanding:

The Participant acknowledges that they have read, understood, and agreed to the terms of this Indemnity and Waiver of Liability Agreement. The Participant confirms that they have had the opportunity to ask questions and receive explanations regarding the risks and conditions outlined in this document.

Basic Rules of Participation

1. Rider agrees to follow the leader (Owner or employee of e-Dirt Bike Adventures / Tours / Safaris), staying on the tracks and roads that the leader rides on, at a speed no faster than the leader.

2. Rider agrees to be considerate of all land owners and Reserve wardens and that every effort will be made to have the absolute minimal impact on the fauna and flora.
3. Rider agrees to be aware that he / she is riding on private property or in a Nature Reserve for which special permission has been granted to traverse the land via agreed on roads and tracks and that the utmost care will be exercised to ensure the property is left in the same way found. Gates will be left as found and nothing other than footprints and tyre marks will be left and nothing other than memories and photos will be taken.
4. Riders agree that in the event of a fall where parts of the bike are damaged like: Break levers, Hand guards, Handle bars, Handlebar grips or Mud guards are damaged they are responsible for the applicable charge to replace these.

By signing below, the Participant agrees to the terms, conditions and basic rules outlined in this Agreement.

Participant Information:

Name: _____

Company & Leader Information:

e-Dirt Bike Adventures / Tours / Safaris

Address: _____

269 Blue Crane, Drive
Dullstroom
1110

Phone Number: _____

+27 64 789 2863

Email: _____

Name: _____

Signature: _____

Signature: _____

Date: _____

Date: _____