

**INDEMNITY FORM**

1. I, (full names) .....  
(date of birth) .....

Hereby acknowledge, agree and undertake in favour of Wine Valley Horse Trails CC CK99/060479/23, its directors, employees, sponsors, volunteers, assistants, representatives and agents (**“the Indemnified Persons”**) that in relation to my use of any of the facilities offered by Wine Valley Horse Trails CC as part of the horse riding, carriage driving and quad-bike riding situated as Rhebokskloof, Paarl, Western Cape.

- 1.1 I am fully aware that horse riding, carriage driving and quad-bike riding are inherently dangerous activities and that I may be injured or that my property or possessions may be damaged, lost or stolen while attending and/or using the facilities and I accept all the risks associated therewith:

- 1.2 I agree and confirm by completing and signing this form that:

1.2.1 I am in good health, physically fit and am sufficiently trained to participate;

1.2.2 I am sober and free of any drugs and alcohol.

- 1.3 I am aware of the following particular rules relating to the use of facilities and I must at all times obey all instructions given by any representatives of Wine Valley Horse Trails CC.

1.3.1 I will be exposed to risks that I am not normally exposed to which I have been made aware of;

1.3.2 I shall not venture over virgin land;

1.3.3 Stay in the tour leaders tracks at all times;

1.3.4 Do not race, take short cuts, or drive at high speed that put me or other persons in danger;

1.3.5 Make sure that proper following distances are kept;

- 1.3.6 Never litter on this property;
  - 1.3.7 Be sensitive to the environment and our equipment.
  - 1.3.8 It will be my sole responsibility to pay all financial costs regarding to damage of equipment, any injury, fatalities or disabilities that may occur to myself, the tour leader and bystanders, or other participants in action which I am involved
- 1.4 I hereby specifically indemnify, release, discharge and hold harmless each and all of the Indemnified Persons against and from any or all claims, actions and liabilities arising in the course of or in any way connected, with the use of the facilities or participation in horse riding, carriage driving and/or quad-bike riding, including without limitation the following types of loss, damage or injury suffered by me however and/or howsoever arising.
- 1.4.1 any personal injury or loss of life;
  - 1.4.2 any medical expenses;
  - 1.4.3 loss of income, pain suffering, or consequential loss;
  - 1.4.4 any loss or damage to my possessions or property.
2. The acknowledgements, agreements and undertakings contained in this indemnity are hereby irrevocably made in favour of the directors, employees, representatives and agents of Wine Valley Horse Trails CC and shall be capable of acceptance by them at any time and binds my executor, heirs, administrators and assigns and successors in title.
3. Each element of the release from liability and/or indemnity in respect of each cause or activity covered by this indemnity shall be separate and severable from the other elements.

- 4. No addition to, variation or oral undertaking or consequential cancellation of this indemnity and no extension of time, waiver or relaxation or suspensions of any of the provisions or terms of this indemnity shall be of any force or effect unless in writing and signed by myself and the Indemnified Persons.

SIGNED AT ..... ON THIS ..... DAY OF ..... 2007

SIGNED .....

ASSISTED BY ME .....

\_\_\_\_\_  
(PARENT/GARDIAN/CUSTODIAN)

If any signatory to the above form of indemnity is under 21 years of age, then the following addition shall be made and completed.

**I, (full names)** .....

In my capacity of parent/guardian/custodian hereby do consent to the participation of my child/foster/child/adopted child in any form of activity at Wine Valley Horse Trails CC and utilization of their facilities. I agree that this form of consent be read as part and parcel of, and together with the above mentioned form of indemnity which I have also signed this day and the consent of which are fully understood by me and my son/daughter. I hereby acknowledge that I am fully conversant with, and hereby assume the risks, dangers and perils of horse riding, carriage driving and/or quad-bike riding.

SIGNED AT ..... ON THIS ..... DAY OF ..... 2007

SIGNED .....