

ILLOVO ESTON TRAIL CHALLENGE INDEMNITY

1. I confirm and warrant that:
 - I am in good health, physically fit and adequately trained to participate in this event.
 - I have read the rules of this race and agree to comply with them and all other conditions and regulations including that of any race marshal during the event.
 - I am aware that the very nature of this event and sport involves a significant element of risk and danger.
 - There may be potential dangers on the route including obstructing trees, rocks, roots of trees and spectators of which I have taken cognisance of and agree to be fully aware of these at all times.
 - I am completely aware of the risks involved with this event.
 - That despite these risks I agree to participate in this event.
 - That I have adequate insurance cover in place to cover any injury or damage that I may suffer or cause.

2. I hereby release and discharge the **ILLOVO ESTON TRAIL CHALLENGE 2023** (“EVENT ORGANISER”), the administrators (“ROAG CC”), and their sponsors, landowners, agents, volunteers groups, medical assistants, employees from any loss, harm or damage caused arising from my participation in the event which includes pre and post-race activities arising directly from or pursuant to my participation in the event including where the loss harm or damage is caused directly or indirectly by negligence.

3. The above waiver applies to my dependants, executors, heirs, administrators and myself.

4. Minors (Participants under 18 years of age):

I hereby:-

- Warrant that I am the mother/father and/or natural guardian and/or person acting “in loco parentis” of the minor whose name appears herein below (“the minor”), and that I am legally competent to execute this document;

- Consent to the minor participating in the event;
- Confirm that all the terms set out hereinabove shall apply mutatis mutandis in relation to the participation of the minor in the event;
- Hereby indemnify each of the Indemnitees against any claim of whatsoever nature that may be made against any of the Indemnitees by the minor, or by any person acting for or on behalf of the minor, or by his heirs or executors, or by any other person, arising directly or indirectly from or pursuant to the minor's participation in the event, irrespective of whether any such claim may arise partly or wholly by reason of any negligence on the part of any one or more of the Indemnitees, or any person for whom any of the Indemnitees may be vicariously liable.