

I acknowledge that by submitting this document (Smurfy500 entry form), I am assuming risks and agree to indemnify, not to sue, and release from liability Willem Jakobus Smit (9212295142089), WJS CYCLING Pty (Ltd) (Reg no 2020 / 493108 / 07 ), any shareholders, directors, members employees, agents and/ or any parties associated with them ("the Indemnified Parties") and that I am giving up substantial legal rights;

I fully understand and assume the risks associated with partaking in the Smurfy500 event taking place on 5 November 2022 including, by way of example and not limited to, the dangers of collision with pedestrians, vehicles, other riders and racers, fixed or moving objects, the dangers arising from surface hazards, including potholes, equipment failure, inadequate safety equipment, the riders own negligence, the negligence of others and weather conditions, the possibility of serious physical and/or mental trauma or injury, or death associated with cycling and competition; for myself, my heirs, executors, administrators, legal representatives, assignees, successors in interest, hereby agree that none of the Indemnified Parties shall be liable to me for any loss or damage sustained as a result of death, injury or illness of the Rider or for any loss or damage to any property occurring within the premises of Fire and Wine (Company name) or arising from the Rider's participation of the Smurfy500 cycling event, participating in any activities hosted on the Property at any time, however caused, and whether allegedly due to the act or omission, negligence or otherwise of the Indemnified Parties or arising from the use of any facilities supplied or from alleged defect in any equipment, services or conveyance supplied or made available or from any liquid or foodstuff supplied or arising in any other manner, at any time and from any other cause whatsoever.

I hereby irrevocably waive, release, discharge, hold harmless and promise to indemnify and not sue any and all of the Indemnified Parties, from any or all rights and claims including claims arising from the rider's own negligence, which I have or which may here after accrue to me from any or all damages which may be sustained by me directly or indirectly in connection with or arising out of any of the above mentioned activities; acknowledge that this agreement shall be binding with effect from signature and remain binding during any time the Smurfy500 cycling event is taking place; agree that, if and to the extent that any of the Indemnified Parties may be found liable notwithstanding the above, such liability shall be limited to an aggregate amount of R1000 in total.

This is a contract with legal and binding consequences.

I have read it carefully before submitting my entry form and I understand what it means and what I am agreeing to by submitting the below information on my entry form.

I Agree to the "Ts & Cs" above (required)