

2021 FNB WINES2WHALES E-BIKE RIDER LIABILITY DISCLAIMER AND INDEMNITY

1. I acknowledge and agree that the 2021 FNB Wines2Whales (“the event”) is an multi-day mountain bike stage race, and that it is inherent in the event that there is the risk of serious injury, illness, death and/or damage to participants, sports and other equipment.
2. I acknowledge that the risks inherent in the event, include, but are not limited to risks arising from my skill and ability as a mountain biker, my nutrition and fluid intake, my fitness and health prior to the event, the terrain which the event traverses, road surface, weather conditions, water conditions, vehicular traffic, the actions of other participants or spectators or bystanders, the event organizers, sponsors, service providers, suppliers, and their respective affiliates, principals, representatives, agents and assigns. I undertake and agree to seek medical or any other assistance from the event organizers, if I sense or observe a hazard or unsafe condition, or if, at any time, I feel unable or unfit to safely continue participating in the event for any reason. I furthermore undertake to withdraw from participation in the event if advised or instructed by the organizers of the event to do so or if I, at any time, sense or observe any unusual hazard or unsafe condition and I am in any way concerned that it is unsafe for me to continue with the event, or if I in any way feel unable or unfit to safely continue with the event.
3. I appreciate and understand the risks inherent in the event and my participation therein. I accept these risks and confirm that I participate in the event at my own sole and absolute risk.
4. I undertake to follow all the rules of the event and all directions and/or instructions given to me by the event organizers and their principals, representatives, agents and assigns.
5. I acknowledge the event is organized, operated and owned by Cape Epic (Pty) Ltd (“Owner” and “Operator”) . I hereby consent to Operator assigning to Owner all of Operator’s rights hereunder and all other rights of Operator in relation to my participation in or registration for the event, including without limitation all rights in and to all event entry/registration fees.
6. I acknowledge that entry fees contributed are entirely non-refundable. Without limitation, if the event, or any part thereof, is cancelled, postponed or otherwise amended, or if any of the amenities, goods or services in relation to the event are no longer provided, whether due to *force majeure*, safety reasons, failure by service providers to perform, or any other reason or cause, entry fees contributed will not be refundable, and the decision to do so will be within the sole and absolute discretion of the Operator and Owner.
7. I understand that I may be photographed and/or filmed before, during and after the event. I agree that the Owner, its affiliates, and their respective principals, representatives, agents, assigns, and designees (including sponsors) may utilize any photographic, film or video image or likeness of me and/or my name for any legitimate purpose (worldwide, in any media, and without payment or attribution) in connection with the event, or future events or races of the Owner or of its owners or affiliates.
8. Whilst reasonable safety and precautionary measures are taken by the event organizers to ensure my safety, the Owner, Operator, event sponsors, suppliers, third party service providers to the event, private landowners who grant access to their property for the purposes of the event, and their respective affiliates, holding companies, principals, representatives, agents and assignees (collectively, “the parties”) do not accept , and I hereby irrevocably and fully release each from, any responsibility for any claim whatsoever arising in connection with any death, injury or loss and/or damage to person or property occasioned as a result of or in connection with my participation in, or attendance at, the event. This includes, but is not limited to, the damage to, theft of, loss of, or disappearance of e-bikes, bicycles, cars, or other material properties parked, housed, or left in the bike park or parking areas at the event venues or on the route. Organisers do not take any responsibility for any water damage to the battery or the motor of the e-bike.
9. I accordingly hereby indemnify and hold harmless the parties, to the fullest extent possible in law, against any claims occasioned as a result of or in connection with my participation in the Pinotage, on an e-bike, or attendance at, the event, of whatsoever nature or howsoever caused, including, without limitation, any loss, injury, harm, illness, death or damage of whatsoever nature and howsoever caused arising directly or indirectly out of any act or omission, including negligent acts or negligent omissions by the parties, including any claim for consequential loss or damage, loss of profits or any claim by any of my dependents arising from events related to, in connection with, or occasioned as a result of my participation in, or attendance at, the event.
10. I confirm that I understand the importance and the meaning of this liability disclaimer, indemnity, and waiver and release of claims and, that by agreeing hereto, I am waiving substantial legal rights (on my own behalf and on behalf of my dependents and assignees). I acknowledge that I have been free to secure independent legal and/or other advice as to the nature and effect of all the provisions of this liability disclaimer, indemnity, and waiver and release of claims, and that I have either taken such independent legal and/or other advice, or dispensed with the necessity of doing so.
11. Proof of identity (ID Book / driver’s license) will be required upon collection of your race pack.

