

INDEMNITY, WAIVER & RELEASE OF CLAIMS, ASSUMPTION OF RISK AND CONSENT TO MEDICAL TREATMENT

- I approve my (or my child's) participation in the Event. I assume all risks and hazards incidental to such participation in the Event, and I release, absolve, indemnify, and agree to hold harmless JAMIE MARAIS ADVENTURES its owners, officers, past and present employees, agents, representatives, assigns, administrators, executors, volunteers, and all city, county and state governments, and all Event sponsors, their representatives and successors, and other persons, for any claim arising out of an injury to me (or my child) and from any and all claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with my (or my child's) participation in the Event.
- I understand that participating in a JAMIE MARAIS ADVENTURES Event is an inherently dangerous activity that may present challenging single-track paths, water crossings, rocky sections, other riders, wild animals, domestic animals, public vehicles, pedestrians, steep descents, drop-offs, mud, rocks, corrugated road, grass, wet grass, wooden or metal bridges, fences, barbed wire fences etc.
- I understand that participating in the Event involves the risks of severe physical injury and/or death that cannot be completely eliminated.
- I voluntarily, knowingly and freely assume all risks associated with competing in the Event, including, but not limited to, my own actions or inactions, the actions or inactions of others (including participants, staff or spectators), falls, illness, infection, contact with others (including participants, staff or spectators), premises defects and the effects of weather, including high heat and/or humidity.
- I agree to observe and obey all posted rules and warnings, to follow any instructions or directions given by JAMIE MARAIS ADVENTURES through its employees, representatives or agents, and to abide by any decision of any Event official relative to my ability to safely compete in the Event.
- I understand, agree and accept that some of the routes may go through water that has not been tested for chemicals, disease or contamination.
- I understand that the Event course may contain wild animals, insects and plants.
- I agree not to act irresponsibly during the event, as doing so may cause serious physical injury.
- I certify that I am physically fit and have no medical condition that would make participation in the Event more hazardous.
- If I am pregnant, disabled in any way or have recently suffered an illness or injury; I should have or did consult a physician before participating in the Event.
- I agree to inform JAMIE MARAIS ADVENTURES in writing of any physical disability, illness or injury before taking part in the event.
- I agree not to consume alcohol prior to the Event or use any medicines or substances that will inhibit my mental or physical ability to safely and effectively participate in the Event.
- I consent to medical care and transportation in order to obtain treatment in the event of injury to me, volunteers or medical professionals may deem appropriate and understand that this Waiver & Release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency and/or injury.
- I understand and agree that I am expected to exhibit appropriate behaviour at all times and to obey all local, province, federal civil and criminal laws at all times while participating in or attending the Event. This includes, generally, respect for all people, equipment, facilities or property. JAMIE MARAIS ADVENTURES may dismiss me, without refund, should my behaviour endanger the safety of or negatively affect the Event, person, facility or property. I also agree to indemnify JAMIE MARAIS ADVENTURES, its owners, officers, past and present employees, agents and Event sponsors from any and all third party claims caused in whole or in part by my negligent or intentional acts or omissions.
- I agree that JAMIE MARAIS ADVENTURES is not responsible for any personal items or property that is lost, damaged or stolen at the Event.
- I understand that pets, wheeled baby conveyances or other wheeled means of conveyance are NOT permitted on the Event course.
- I consent to the use of my image in photographs, motion pictures or recordings taken at the Event for use in Event advertising, marketing or promotion.
- I assign all rights, title, and interest in any and all photographs, motion pictures, recordings or other records of the Event I may take or capture to JAMIE MARAIS ADVENTURES. JAMIE MARAIS ADVENTURES, grants to me a limited, non-exclusive, perpetual right and license to use, for non-

commercial purposes only, any and all photographs, motion pictures, recordings, or other records of the Event I may take or capture.

- I agree that all entry fee payments are final and non-refundable except where the event is canceled due to Covid-19 as per the CANCELLATION AND WITHDRAWAL POLICY above. Refunds may be done at the discretion of JAMIE MARAIS ADVENTURES.
- I agree that JAMIE MARAIS ADVENTURES reserves the right to cancel the Event in the event of extreme weather (including, but not limited to, heat, tornadoes, earthquakes, fires, storms, lightning and floods), accidents, acts of war or terrorism, military conflicts or riots or for any reason that, in JAMIE MARAIS ADVENTURES's discretion, will protect the safety and security of Event participants and spectators. In the event of such cancellation, there will be no refund of my registration fee.
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RULES, TERMS & CONDITIONS CONDITIONS OF PARTICIPATION

FAIR PLAY

- As a parent or guardian, the below applies to you and your child
- I approve my (or my child's) participation in the Event. I assume all risks and hazards incidental to such participation in the Event, and I release, absolve, indemnify, and agree to hold harmless JAMIE MARAIS ADVENTURES its owners, officers, past and present employees, agents, representatives, assigns, administrators, executors, volunteers, and all city, county and state governments, and all Event sponsors, their representatives and successors, and other persons, for any claim arising out of an injury to me (or my child) and from any and all claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with my (or my child's) participation in the Event.
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SAFETY & BAD SPORTSMANSHIP

- These rules are essential to the safety of riders and if disregarded may lead to immediate disqualification from participation in the event. JAMIE MARAIS ADVENTURES has the right to disqualify any participant on the following grounds:
 - If a rider has been declared medically unfit to ride by a medical official.
 - Disregarding any of the fair play rules.
 - Any disrespect to the environment or personnel.
 - Not wearing a helmet.
 - All helmets must comply with international 'ANSI' standards.
 - Appropriate riding attire, including a shirt, must be worn at all times.
 - Smoking on the route is not permitted.

NUTRITION & WATER POINTS

- Riders retain the ultimate responsibility to carry enough water and nutrition with them.
- JAMIE MARAIS ADVENTURES will provide water at official water points on the route.

ENVIRONMENT

- We will enforce littering, cutting trails and environmental abuse with stiff penalties. Every participant who is caught disregarding the environment will be fined with a one thousand Rand penalty for the first offence and disqualification for the second offence.
- In the case of environmental concerns, JAMIE MARAIS ADVENTURES has the right to cancel, delay or reroute the race. Participants will not be reimbursed in a situation where the event or part of an event had to be cancelled due to environmental conditions that were out of JAMIE MARAIS ADVENTURES's control.

REFUND POLICY

- No entry fee shall be refunded to a participant for a cancellation of the Event due to acts of God (so-called Force Majeure), which acts shall include but not be limited to adverse weather conditions, riots, strikes, political unrest and/or any other occurrence not within the control of the event organiser. However, a participant shall be refunded in full if the race is cancelled by the organiser due to COVID-19 related reasons.

- No refund shall be given if a participant cancels their entry into the event. The event organiser may consider a refund under exceptional circumstances such as illness and/or any other extraordinary circumstance. In that case, the organiser will evaluate a request for refund on its merits and such refund shall be at the discretion of the Event Organiser.
- Cancellation due to COVID-19: Should the event be cancelled by the organiser due to COVID-19 related reasons, every rider shall be entitled to have their entry automatically moved to a new date specified by the race organiser alternatively they shall be entitled to a full refund of their entry fee should the new date not be suitable to them.

BASIC MOUNTAIN BIKE RACING RULES & ETIQUETTE

- Riders must complete the entire route, and the responsibility for following the official route lies with the rider. If the route has not been marked out, it is the responsibility of each rider to follow the route taken by the official guide/s assigned to the event.
- A rider is not permitted to take any shortcuts for safety reasons.
- Riders who exit the course for any reason must return to the course at the same point from which they exited.
- Riders must respect the countryside and ride only on the official route as marked out or indicated by the guide/s.

COVID-19 EVENT REGULATIONS AND PROTOCOL

- Only paid pre-entries accepted.
- Specific start times will be communicated to riders per email and/or sms. Please adhere strictly to those times.
- No person will be allowed to access the ride Venue without the following compulsory items:
 - Mask or Buff
 - Helmet
 - Bicycle
- Practise proper social distancing at all times (up to 2m). No physical contact between any persons, please. Always keep your bike between yourself and the next rider. Always wear your mask/buff to cover both your nose and mouth at the same time, at the venue and waterpoints. You may remove your mask/buff during racing or when eating.
- Sanitisation stations will be available throughout the venue, please look out for these and make use of them as much as possible.
- All riders entering the venue will pass by a sanitisation station and then through the Screening and Scanning area where your temperature will be taken and an electronic questionnaire completed.
- Any person registering above 37.5 degrees or who does not qualify according to the basic questionnaire will not be allowed to access the venue or race.
- Social distancing rules apply to the water points as well. When stopping at a water point, please cover your mouth and nose with a buff or mask and only touch the items you will take with you.
- Water points will be touch-less and energy bars and sweets will be pre-packaged.