

JAGUAR CLUB NORTHERN REGIONS

DECLARATION OF ASSUMPTION OF RISK AND INDEMNIFICATION

To be completed by all members of the Club and each person who participates in or attends an event, function or outing arranged by or on behalf the Club, including all passengers, guests and Club officials.

I/We the undersigned

1) 2) (full names)

Identity number(s) 1) 2).....

Of (address/es) 1)

2)

Being a **MEMBER/GUEST** (delete which is not applicable) of **THE JAGUAR CLUB NORTHERN REGIONS** ("the Club"), do hereby declare and acknowledge that:

1. Interpretation: (a) JCNR means the Jaguar Club Northern Regions "the Club" and includes its office bearers, members, officials, agents, servants, representatives, as well as any other organisation or person connected therewith, whether individually named or not, or as a group. The term "Member" includes my heirs, executors, dependants, successors in title, invitees, and guests. The term "Guest" shall include heirs, executors, dependants, and successors in title.
2. I/we understand and appreciate that all events or activities involving, or associated with the driving or use of any motor vehicle and which may be held by, or organised by the Club, and whether of a competitive or social nature, through the attendance of, or participation in, any function or event associated therewith, involves and carries with it certain inherent risks and dangers, including the risk of loss of or damage to property, or **personal injury or illness**, which includes the risk of serious injury, illness, disability and/or death. I/we acknowledge that, with a full awareness and appreciation of the risks, dangers and perils attendant upon such activities in which I/we may engage or participate, I/we hereby voluntarily acknowledge such risks and undertake to freely run and assume all and any risks, perils and dangers associated therewith, whether directly or indirectly, arising from such activities and pastimes, in line with the principle of *volenti non-fit injuria* (the voluntary assumption of risk), the meaning of which I/we am/are acquainted.
3. I/we acknowledge that I/we participate, whether actively or passively, in all events, outings and functions, whether of a social or competitive nature, nothing excluded, which may be arranged, staged, held, or organised by or on behalf of the aforesaid Club entirely at my/our own risk.
4. I/we acknowledge and agree that neither the Club, its officials, nor any promoter, organiser, guarantor and/or sponsor of any competition, event or function in which I/we may participate, nor the owners of the property or premises on which any competition, event or function is held, or any government, provincial or municipal body and their respective agents, officials, servants or representatives shall be liable under any circumstances for any loss, damage or harm which may be suffered by me/us, which shall include, but not be limited to, any damage to any vehicle or property, or damage done by or occasioned by any vehicle entered by, driven or ridden by me/us, or upon which I/we may be conveyed, during the course of my attendance or participation in any event, competition or function.
5. I/we hereby waive and abandon any and all claims of whatsoever nature which I may have (save as is expressly provided for herein) which shall extend to any claim for **personal injury or illness** whether fatal or otherwise, or any other loss of whatsoever nature or kind which may be sustained or suffered by me/us or any person attending or being conveyed in or riding on, or upon any motor vehicle whatsoever, which shall extend to any claim for

personal injury or illness whether fatal or otherwise, or any other loss of whatsoever kind or nature which may be sustained or suffered by, any person conveyed in or riding on, or upon any motor vehicle whatsoever, whether caused by or during any competition or practice run, or while the said vehicle is on any road or area forming part of a track or route or any deviation there from, or any approach by whatever means. No liability shall attach for any such damage, injury or illness, or any loss that may be caused or suffered, even though in any respect, may have been caused by or contributed to, by the wilful act, neglect or default of the Club, including the organiser, or sponsor of the any competition or event. This exclusion of liability shall extend to the owners of the property or premises upon which the competition, activity, event or function is held.

- 6. I/we hereby agree to and undertake to indemnify and hold harmless, to the fullest extent possible, in respect of any such claims or demands of whatsoever nature, made at any time, brought or made by or on behalf of any person, against the Club, its agents, organiser, sponsor or facilitator of any event, competition, or function aforesaid, as well as the owners of any property or premises upon which the said event, competition, activity, or function is held, together with any government, provincial or municipal body or their respective agents, officials, servants, or representatives. The aforesaid indemnity shall include, but not be limited to, the negligent act or omission of any person, connected with or arising from any activity, or resulting from the rendering of any service, or for any other reason whatsoever. The aforesaid indemnity shall also apply irrespective of whether any vehicle is operated on any road or area forming part of a track or route, or any deviation there from, or any approach, and by whatever means such damage, injury, illness or loss may be caused or occasioned.
- 7. I/we hereby waive and abandon any claim of whatsoever nature, whether direct or indirect, consequential or contingent and whether foreseeable or not, which I/we may have whether now or in the future, against the Club together with any organiser, or sponsor of any competition or event arising out of my/our participation in or attendance at any such event, competition or function.
- 8. This indemnity shall be of an enduring nature and may not be withdrawn, cancelled, or amended in any respect without the written consent of the Club or organisation to which I/we belong or am affiliated. The aforesaid voluntary assumption of risk and indemnity shall however not apply or affect any claim which I/we may have in terms of the Road Accident Fund, the Compensation for Occupational Injuries and Diseases Act No 130 of 1993 or any other similar legislation.

Signature 1) 2)

Signed at.....this.....day of.....20__

If the above signatory is under the age of 18 years, then the following additional declaration shall be made and completed:

I, (full names).....Identity number.....

Of (address).....

On behalf of:.....Identity number.....

In my capacity as parent/guardian/curator (delete which is not applicable) do hereby consent to the person named above being my son/daughter/ward (delete which is not applicable) participating in events, competitions or functions as set out more fully in the form above

Signed at.....this.....day of.....20__

Signature.....