

DISCLAIMER AND INDEMNITY

I, the undersigned,

Name													
ID No													
Address													

voluntarily agree that certain rights or claims which I and/or any associated persons may have or could otherwise have acquired against the Sinoville Fire Prevention Association (SFPA) will be limited or excluded as set out in this agreement.

1. INTERPRETATION AND APPLICABLE LAW

This agreement will be interpreted in accordance with, and any claims against **SFPA**, will be governed by, the laws of the Republic of South Africa and may only be instituted before a South African court to the exclusion of all other jurisdictions.

2. DEFINITIONS

In this agreement the following words and expressions bear the meanings assigned to them below:

- 2.1 **"ACTIVITY"** means any activity in or in connection with the operations of the **SFPA**, it's management, objectives, pursuits, and, without detracting from generality of the foregoing, includes:

- 2.1.1 the transport of me and/or any associated person by motor vehicle or otherwise;
- 2.1.2 activities performed by me and/or an associated person in the prevention, management and extinguishing of fires
- 2.1.3 Use of any equipment by me and/or any associated person in the performance of the activities referred to in paragraph 2.
- 2.1.4 Driving, towing and general operation by me and/or associated persons of the fire trailer.

2.2 **“ASSOCIATED PERSON”** means a member of my family or any other person who accompanies me or is present, with my knowledge, during my performance of the activities referred to above, whether such a person signed a similar indemnity or not.

2.3 The **“SFPA”** means the non profit, voluntary association generally known as the Sinoville Fire Prevention Association, its directors, managers, officers, employees, agents, independent contractors and other persons who directly or indirectly assist with or are involved in the operation or management of the said **SFPA**, its associated subsidiary or holding companies

2.4 **“INJURY or LOSS”** means any harm:

2.4.1 caused by any activity; or

2.4.2 suffered by me and/or an associated person

including physical or mental injury, death, direct or indirect damage, any delay, failure, breakdown, injury, loss of profits, incidental, special or consequential damage, including medical and other expenses caused by the activity, stay, visit or use in question.

3. **ACKNOWLEDGEMENT**

3.1 I acknowledge that I:

- 3.1.1 appreciate the risks and dangers associated with the activities, including the risk of injury or loss, to which I and/or any associated person may be exposed to while participating in the activities;
- 3.1.2 Participate in any activities on an entirely voluntary basis and at the my own risk;
- 3.1.3 am not permitted, alternatively, that I am under obligation to keep and remove any person, including associate persons, from any risk, danger or location where the activities are conducted;
- 3.1.4 that I am in a physical condition to undertake the Activities and that I will not participate in any activities if I am under the influence of alcohol or mind altering substances.
- 3.1.5 have informed my insurance and medical aid that I intend to participate in the activities.

4. DISCLAIMER

In view of the foregoing, I understand and agree that

- 4.1 neither I nor any associated person shall have any claim in contract, delict (“tort”) or on any other ground whatsoever for any injury or loss which I/they may suffer, which is caused, whether wholly or in part by or resultant from my voluntary participation in any activities.

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5. MEDICAL TREATMENT

I acknowledge and agree that SFPA may at its discretion and without prejudice or admission of liability arrange and pay for any emergency, medical or other treatment for and on behalf of

myself and/or associated persons and I acknowledge that I will be directly responsible to reimburse SFPA for these medical expenses. This clause will not be interpreted so as to create an obligation for the SFPA to making payment of any medical costs at all.

8. SEVERABILITY

Should any of the terms and conditions of this agreement be held to be invalid, unlawful or unenforceable, such terms and conditions will be severable from the remaining terms and conditions which will continue to be valid and enforceable.

9. COMPLETE AGREEMENT

I declare that this Agreement sets out the full agreement between me and the SFPA and that any amendment to the terms and conditions contained herein shall be of no force nor effect unless reduced to writing and signed by both parties with the party signing on

behalf of the Company being a director of the Company

DATED at _____ on this _____ day of _____ 20 _____
