

Personal Indemnity Agreement

In seeking to participate on a Motorcycle tour conducted by **Tankwa Biking cc**

I (full name)

residential address

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do hereby warrant and acknowledge;

1. That my general health is good and there is nothing which renders me unfit to undertake a motorcycle tour.
2. That I understand and appreciate fully the fact that motorcycling is a dangerous activity and there may well be risks, hazards and dangers involved to which I would be subjected, more particularly (but not limited to);
 - motorcycle failure
 - road hazards
 - sudden terrain changes
 - collision with other vehicles and/or participants, livestock or wild animals
3. That I voluntarily assume the risk inherent in taking part in such a motorcycle tour and I, together with my heirs, executors and administrators hereby release Tankwa Biking cc, its officers, servants, agents and representatives, from any duty or care towards me, in connection with my participation in any motorcycle tour, and from liability from all or any claims that could accrue to me or my heirs, executors and administrators arising out of my participation in a motorcycle tour or in any related activities irrespective of whether such claim or claims arose through the negligence of any person, or from any of the risks, dangers or hazards inherent on a motorcycle tour, or of any loss of, or damage to, any property from any cause whatsoever and I further indemnify and hold harmless associated persons against any claims howsoever the same may arise.
4. That this agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa. All disputes and matters whatsoever arising under, in connection with or incident to this agreement shall be litigated in and before The High Court of the Cape of Good Hope Provincial Division and not in any other magistrate court in South Africa and agree to the exclusion of the Courts of any other Country.

Signed at this day of 201.....

Witness