



Name & Surname of learner \_\_\_\_\_

Name of School \_\_\_\_\_

### Waiver of Rights:

## INDEMNITY AND LIMITATION OF FAT TRACKS MOUNTAIN BIKE CLUB LIABILITY

Condition of Participation in all **FatTracks MTB Club Events and on mountain bike trails**  
(hereinafter referred to as EVENT or MTB trails)

### DECLARATION BY LEGAL GUARDIAN FOR PARTICIPANT YOUNGER THAN 18 YEARS

Any person putting his/her signature to this exclusion of liability and indemnity in any representative capacity whatsoever, unconditionally guarantees that he/she is duly authorised in law to act and legally bind the person(s) so being represented, and indemnifies FatTracks MTB Club against any liability, loss or damage suffered and/or which may in future be suffered as a result of the absence of such legal authority to bind and represent.

I (full name) \_\_\_\_\_ (ID Number \_\_\_\_\_) the undersigned, in both my personal and representative capacity as legal guardian of (full name of minor and his/her ID Number)

\_\_\_\_\_ (hereinafter referred to as MINOR)  
hereby unconditionally accept and agree to bind myself and the aforesaid minor to the terms and conditions set out hereunder.

1. I acknowledge, understand and accept the risks/hazards and **dangers** which exist in a venture of this nature and the sport of mountain biking and which may result in **damages** to property and/or **serious injury** and/or **death**.
2. I acknowledge, understand and agree that the sport of mountain biking can be unpredictable of nature with ever changing trial conditions and that I and/or the aforesaid minor should adjust my/our speed and/or approach during an EVENT or use of the trail according to my and/or the MINOR's skill level and unforeseeable changes in terrain and/or unforeseeable behaviour by other cyclists and/or any potentially oncoming traffic on bike or per foot.
3. I acknowledge, understand and accept that FatTracks EVENTS and trails make use of private and/or public land over which FatTracks may not have any control in respect of any foreseeable or unforeseeable changes to terrain, which may occur as a result of human activity and/or use and/or lack of maintenance and/or foreseeable or unforeseeable changes caused by nature, rain, floods, wind, storms, fire, erosion and/or general trail use.
4. I acknowledge, agree and accept that landowners, members of the public and/or hikers and/or trial runners and/or animals make use of the terrain on which FatTracks EVENTS are held and/or upon which FatTracks trails are situated and that I and/or the MINOR should adapt our speed and/or approach and/or skill level to make allowance for the foreseen and unforeseen trail usage by such landowners, members of the public, hikers, trial runners and/or animals.
5. I acknowledge, understand, agree and accept that FatTracks has no control as to whether its members, the public, hikers, trial runners and/or animals participating in the EVENTS and/or making use of FatTracks trails adhere to the recommendations and/or rules set out by FatTracks. I therefore further specifically acknowledge, understand and agree that I and/or the MINOR should always make allowance, in our speed of progress and/or approach to any section of trail for the potentially unforeseen behaviour of other trail users including, but not limited to, the use of the trail in the opposite direction as intended.
6. I consent to the MINOR's participation in FatTracks EVENTS and/or use of mountain bike trails and accept the risk attaching thereto.

\_\_\_\_\_  
**SIGNED: Legal Guardian**



7. I acknowledge, agree and consent that I and/or the MINOR attends and/or participate in the EVENT and/or mountain bike trails entirely at my and/or the MINOR's own risk and that the duty is on me and or the MINOR to ensure that the Trail conditions, at any stage, is safe to proceed with and/or within my and/or the MINORS skill level.
8. By participating in FatTracks EVENTS or by using FatTracks trails I acknowledge, understand, and agree that FatTracks or the ENTITIES will not be liable to compensate me or the MINOR for any damages suffered by me and/or the MINOR of whatever nature whether in person or in property.
9. I acknowledge, understand and agree that I am responsible to ensure that the I and/or the MINOR strictly adheres to all the applicable rules and directives of the owners and/or organisers of the EVENT and/or the use of mountain bike trails, including all appointees assisting the organizers and/or owners in respect of the event and/or use of the mountain bike trail.
10. By participating in FatTracks EVENTS or by using FatTracks trails I irrevocably waive my rights and/or that of the minor and undertake not to bring any claim of whatsoever nature of any kind against FatTracks Mountain bike club, the land owners and/or sponsors and/or any of its employees and/or appointees (herein after referred to as the ENTITIES) or in any way hold the ENTITIES liable for any cost, damaged, loss, injury, disability, or death whatsoever which I or the MINOR may incur or suffer personally or in property and which directly or indirectly arises from my and/or the MINOR's attendance or participation in the event and/or use of mountain bike trails, including any activity associated therewith or arrangements, incidental thereto, whether or not such costs, damages or loss, injury and disability or death was occasioned by the use of defective material or by way of human error or mechanical error, default or failure, or from any other cause whatsoever.
11. In the unforeseen EVENT that a Court of law find this waiver to be unenforceable against myself and/or the MINOR and/or that FatTracks or its ENTITIES are liable for myself and/or MINOR for any damages suffered, then I confirm that I irrevocably agree that any such damages in respect of legal costs, loss, damage, injury, disability or death will be limited to any claim which falls within the ambit of the ENTITIES and/or any FatTracks mountain bike club's insurance policies and only to the extent that such claim is covered and settled by the ENTITIES and/or FatTracks mountain bike club's insurers and I and both in my personal and representative capacity of the MINOR hereby indemnify the ENTITIES and/or FatTracks mountain bike club from and against any claim of whatsoever nature or kind not covered or settled by FatTracks insurers.
12. I acknowledge, understand and agree that FatTracks has limited resources and financial means and as such cannot afford to pay damages claims.
13. I acknowledge, understand and agree that I have the option **NOT** to participate in FatTracks EVENTS and/or **NOT** to use FatTracks trails, should I be concerned about any potential danger or damages that can be suffered by myself and/or the MINOR.

**SIGNED: Legal Guardian** \_\_\_\_\_ **DATE:** \_\_\_\_\_

By appending my signature hereto, I do hereby acknowledge and confirm that I have read the contents and have fully acquainted myself and understand the meaning and effect of the "Limitation of Liability and Indemnity".

Contact number: \_\_\_\_\_

Email address: \_\_\_\_\_