SOUTH AFRICAN MOTOR CLUB ASSOCIATION

ASSUMPTION OF RISK AND INDEMNIFICATION

To be completed by all members of Clubs affiliated to The South African Motor Club Association and each person who participates in an event, function or outing arranged by a Club, including all passengers, guests and Club officials.

I, the undersigned

……(full names). Identity number……

Of (address)……

……..

Being a member/guest (delete which is not applicable) of……

……..(insert name of Club; "the Club")

Do hereby declare and acknowledge that:

1. Interpretation: (a) "SAMCA" is the South African Motor Club Association and includes its members and its directly and indirectly affiliated Clubs (b) "the Club" includes its office bearers, members and officials, agents , servants, representatives, as well as any other organisation or person connected therewith, whether individually named or not, or as a group. (c) "Member" includes my heirs, executors, dependants, successors in title, invitees, and guests (d) "Guest" includes my heirs, executors, dependants, and successors in title.
2. I understand and appreciate that all events or activities involving or associated with the driving of motor vehicles whether of a competitive or social nature, and the attendance of any function or event associated therewith involves or carries with it certain inherent risks and dangers, including the loss of or damage to property or personal injury, including the risk of injury, disability and/or death. I acknowledge that, with an awareness and appreciation of the risks, dangers and perils attendant upon such activities. I voluntarily and freely agree to run and assume the risks, perils and dangers associated with such activities and pastimes in line with the principle of *volenti non-fit injuria (the voluntary assumption of risk)* , the meaning of which I am acquainted.
3. I acknowledge that I participate whether actively or passively, in events, outings and functions, whether of a social or competitive nature, nothing excluded, which may be arranged, staged, held or organised by the aforesaid Club entirely at my own risk.
4. I acknowledge and agree that neither the Club, nor SAMCA, nor any promoter, organiser, guarantor and/or sponsor of any competition, event or function in which I may participate, nor the owners of the property or premises on which a competition, event or function is held, nor (save as is expressly provided for herein) any government, provincial or municipal body and their respective agents, officials, servants or representatives shall not be liable under any circumstances for any damages which may be suffered by me , 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, or upon which I may be conveyed, during the course of my participation in any event, competition or function.
5. I 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, whether fatal or otherwise, or any other loss of whatsoever kind which may be sustained or suffered by me or that of any person conveyed in or riding on, or upon my motor vehicle whatsoever (save as is expressly provided for herein), which shall extend to any claim for personal injury, whether fatal or otherwise, or any other loss of whatsoever kind which may be sustained or suffered by me , or that of any person conveyed in or riding on, or upon any motor vehicle whatsoever (save as is expressly provided for herein) and whether caused 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 such damage, injury or loss may be caused or suffered, even though this may have been in any respect been caused by or contributed to by the wilful act, neglect or default of the Club, including the promoter, organiser, guarantor or sponsor of the said competition or event, or the owners of the property or premises upon which the competition, event or function is held.

6. I hereby agree to and undertake to indemnify and hold harmless in respect of any such claim, the Club, SAMCA, the promoter, organiser , guarantor, 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 or function is held , together with any government, provincial or municipal body or their respective agents, officials, servants or representatives. The aforesaid shall apply irrespective of whether any 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 such damage, injury or loss may be caused or occasioned.
7. I hereby waive and abandon any claim which I may have whether now or in the future against any Club or SAMCA together with any promoter, organiser, guarantor or sponsor of any competition or event arising out of my participation in or attendance at any such event competition or function.
8. I further unconditionally indemnify and agree to hold harmless, in all respects the Club, SAMCA, the promoter, organiser, guarantor, facilitator or sponsor of any event competition or function aforesaid as well as the owners of any property or premises upon which the said event , competition or function is held , together with any government, provincial or municipal body, their respective agents, officials, servants and representatives, against any legal liability of any nature for any damage or injury so done, suffered or sustained as aforesaid.
9. This indemnity shall be of enduring nature and may not be withdrawn, cancelled or amended without the written consent of the Club or organisation to which I belong or am affiliated.
10. The aforesaid voluntary assumption of risk and indemnity shall however not apply or affect any claim which I 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 but shall be limited to and apply solely to claims which may arise against the bodies or persons described herein and from the circumstances described.

Signed at……..this……..day of……..20…….

Signature…….. Witness……..

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……Witness……..

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Effective 3 April 2014.