

**EcoBound Mountain Events – Trans Baviaans
Acknowledgement, Waiver and Indemnity**

Race Number:

This is an important document which affects your legal rights and obligations. You must read it carefully prior to entering/taking part in the event. You will need to print and sign this form and bring to event registration.

In consideration of EcoBound Mountain Events Pty Ltd (the "Event Organisers" or "Event") accepting my participation in any of the Trans Baviaans 24hr Mountain Bike Marathon events to be held in the Baviaans area (Willowmore to Jeffreys bay) during August of each year (the "Event") I agree to this release of claims, waiver of liability and assumption of risk. "Event" shall include, but is not limited to, all activities, events or services in any way provided, organized, sponsored or authorized by the Event Organizers.

1. I have read and understood the relevant Race Information and Rules, Online information, Event communication (emails and newsletters) and information relating to the Event.
2. I am aware that the route is not marked and that I am required to use the map provided to follow the correct road. I acknowledge that should I get lost, I am accountable for this.
3. The Event Organisers may, at their sole discretion, refuse entry or cancel an entry (with full refund) to any person for any reason whatsoever.
4. I understand the demanding physical nature of the Event. I declare, as a condition of entry to the Event, that I have sufficiently trained for this Event and that I am not aware of any illness, injury or any other physical disability which may cause me injury or death whilst participating in the Event.
5. In the event that I become aware of any medical condition or impairment, or am otherwise sick or injured prior to or during the Event, I will withdraw from the Event.
6. I acknowledge that participating in the Event is a dangerous activity and that by such participation I am exposed to certain risks. I acknowledge that the enjoyment of mountain biking is derived in part from the inherent risks and exertion beyond the accepted safety of life at home or at work and that these inherent risks contribute to such enjoyment and is a reason for my participation in the Event.
7. I acknowledge and understand that whilst participating in the Event:
 - I may be injured, physically or mentally, or may die from various causes including, but not limited to; over exertion, dehydration, cardiac arrest, falls, accidents with other participants, animals, spectators and road users, or accidents caused by my own actions;
 - I am aware that there are BUFFALO and other dangerous animals in the Wilderness Area - Baviaanskloof Reserve and that I enter the reserve at own risk, complying to Cape Parks Board conditions.
 - My personal property may be lost or damaged;
 - I may cause injury to other persons or damage their property;
 - The conditions in which the Event is conducted may vary without warning;
 - I may be in a remote or isolated location where access to medical support may be limited and take significant time to reach me;
 - There may be no or inadequate facilities for treatment or transport of me if I am injured;
 - I assume the risk and responsibility for any injury, death or property damage resulting from my participation in the Event
8. I agree that if I am injured or require medical assistance, the Event Organisers may, at my cost, arrange medical treatment and emergency evacuation as deemed necessary by the Event Organisers. I agree that I am responsible for my own medical and ambulance insurance cover. I acknowledge that I am solely responsible for my own medical well-being. I undertake to have available my medication and medical information when and if I have a medical event requiring attention.
9. I agree to release, indemnify and hold harmless the Event Organisers, its officers, employees, agents, volunteers, contractors, public bodies, landholders and sponsors, from and against any and all claims, demands, right or cause of action, suits, expenses, costs and proceedings of any nature whatsoever which may be made by me or on my behalf or by other parties for or in respect of or arising out of any injury, loss, damage or death caused to me or my property as a result of my entry or participation in the Event whether by negligence, breach of contract or in any way whatsoever.
10. I also agree that in the event I am injured or my property is damaged, I will bring no claim, legal or otherwise, against the Event Organisers in respect to that injury or damage.
11. I understand that my personal information, collected as part of the entry process for the Event will be made available to the event medical team and operations team. It will only be used to help staff look after me if I need help and care. If I am evacuated from the event by Emergency Services, this personal information plus any new data entered by event staff will be supplied to the Emergency Services staff to enable my continued care.
12. I agree to submit urine and / or blood samples for drug testing at the Event if required.
13. I agree to allow my name, results, photographs, videos, multimedia or film likeness to be used for any legitimate purpose by EcoBound Mountain Events, the sponsors, event partners, or assigns without payment or compensation.
14. I acknowledge that my image may be taken by an Event photographer and that Event photographer may contact me to offer for sale images of me at the Event.
15. I agree to abide by the Event rules and the directions/instructions of all Event officials.
16. I acknowledge that the Event Organisers may change the advertised course without notice if the Event Organisers deem this necessary.
17. I acknowledge that if I should not make a cut-off time I will be withdrawn from the Event. If I continue after withdrawal I acknowledge that I no longer am participating in the Event but continuing the same route in my private capacity, understanding that the Event services will not be available to me.
18. I acknowledge that the Event organisers reserves the right to change any team name if in the opinion of the Event organiser the name conflicts with other rider of team names or the rider's team name is of an offensive nature.
19. I acknowledge that the Event Organisers may cancel the Event due to weather conditions, safety considerations, terrorism or 'acts of god' and that in such circumstances my entry fee will be non-refundable.

1. Name:..... Signed:..... Date:.....

2. Name:..... Signed:..... Date:.....

3. Name:..... Signed:..... Date:.....

4. Name:..... Signed:..... Date:.....

5. Support Driver:..... Signed:..... Date:.....