

INDEMNITY FORM: EVERGREEN BROADACRES RESIDENTS' FUN WALK

NAME: _____

IDENTITY NUMBER/DATE OF BIRTH: _____
("THE PARTICIPANT")

PREAMBLE

The Evergreen Broadacres Walking Club has arranged a fun walk ("the Event") for Evergreen Broadacres residents, who by participating in the Event are hereby made aware of some of the possible risks associated therewith.

The Event will take place at Evergreen Lifestyle Village Broadacres on Saturday 22 October 2016.

1. GENERAL

- 1.1. It is compulsory for every person who intends participating in the Event to sign this indemnity form.
- 1.2. Any person who fails, refuses and/or neglects to sign this indemnity form is prohibited from participating in the Event.

2. DECLARATION AND CONSENT

- 2.1. By his/her signature hereto the Participant acknowledges/agrees/declare that he/she:
 - 2.1.1. voluntarily participates in the Event;
 - 2.1.2. accepts rules of the Event, agree to be bound thereto and confirm his/her acceptance of participation in the Event in accordance with such rules;
 - 2.1.3. is medically fit and able to participate in the Event;
 - 2.1.4. is fully aware of the potential risks involved in participating in the Event and he/she expressly assumes and accepts all risks associated therewith;
 - 2.1.5. understands that his/her participation in the Event is at his/her own risk and, by his/her signature hereto, he/she indemnifies the organisers and sponsors (including their directors, employees and associated companies) against any claim of whatsoever nature arising out of his/her participation in the Event. This indemnity shall however not limit or exempt loss suffered of damages incurred as direct result of gross negligence or wilful misconduct on the part of the organisers and/or sponsors.
 - 2.1.6. consents to emergency medical care and transportation in order to obtain treatment in the event of injury. This indemnity extends to any liability arising out of or in any way connected with the medical treatment and/or transportation provided in the event of an emergency, including but not necessarily limited to the costs of such transportation and/or treatment (as the case may be).

3. EVERGREEN INDEMNITY

- 3.1. The Participant and his/her heirs and executors (as the case may be) shall hold blameless and indemnify Evergreen Property Investments (Pty) Ltd ("EPI") its directors, officers, employees, agents, independent contractors, representatives, subsidiaries, affiliates, associated companies and insurers, past and present ("the Indemnified Parties") from any and all liability for any personal injury, harm, patrimonial loss, death, loss of support or any other damages of any nature whatsoever, including consequential damages, in connection with the Participant's participation in the Event, whether arising from Evergreen's negligence or any other cause whatsoever. The foregoing shall however not limit or exempt any personal injury, harm, loss, death, loss of support or any other damages attributable to gross negligence or wilful misconduct on the part of EPI.
- 3.2. The Participant hereby acknowledges that he/she has read all the contents of this indemnity form.

Signed at _____ on _____

Participant's Signature