



OLD MUTUAL

TWO OCEANS MARATHON

the world's most beautiful marathon

Cape Town 2019



ACKNOWLEDGEMENT AND ASSUMPTION OF RISK, INCLUDING INDEMNITY AND DISCLAIMER

General application. This undertaking applies to ALL PERSONS entering and / or Participating in any way (including being assisted in any way by another Participant, and / or where use of a wheelchair of any form is made) (hereafter “Participating” or “Participation” or “Participant”) in a Training Run hosted by or endorsed by the Two Oceans Marathon NPC and / or hosted or organised by a running club or Western Province Athletics (hereafter the “Race”.) This document, whether in electronic or paper format, is:

- a waiver of right to make (a) claim(s), and
- exclusion from liability, and
- an agreement not to institute action against Two Oceans Marathon NPC and / or Western Province Athletics, their respective officers, employees, agents, representatives, subsidiaries, affiliates, controlling or holding companies and / or their respective insurers (hereafter collectively “TOM / WPA”).

Risk. I realise that (a) risk(s) exists in Participating in the Race but despite this, I consent to such Participation and am prepared to waive all claims as aforementioned. **I AM AWARE THAT THERE ARE DANGERS, HAZARDS AND RISKS, INCLUDING BUT NOT LIMITED TO ROCK FALLS, OTHER UNFORESEEN OR UNFORESEEABLE DANGERS, ROAD WORKS, NON-WHEELCHAIR SAFE, PLANNED OR ACCESSIBLE ROADS ASSOCIATED WITH THE RACE AND THE RACE ROUTE AND SERIOUS INJURY OR DEATH MAY OCCUR, OR DAMAGES MAY BE SUSTAINED BY ME.** I accept sole responsibility for all risks due to my Participation.

Limitation of Assisted Participation. I acknowledge that the Race does not cater for assisted Participants and / or wheelchairs of any form and accept responsibility for all risks and associated claims due to my Participation in this way, if applicable.

Race Not Completely Safe. Although steps have been taken to reduce the risks, it impossible to make the Race completely safe. I accept this even if TOM / WPA and / or the race organiser or host is found to be negligent or in breach of any duty of care or any obligation to me; this shall however not include gross negligence by TOM / WPA.

Waiver and Indemnity. I myself, and on behalf of my heirs, next of kin, executors and administrators agree **TO WAIVE ALL CLAIMS I MAY HAVE OR HAVE IN THE FUTURE AGAINST TOM / WPA, AND TO WAIVE ALL CLAIMS WHICH ANY DEPENDENT CHILD OF MINE OR ANY FAMILY MEMBER OF MINE MAY HAVE AGAINST TOM / WPA. I CONFIRM AND WARRANT THAT I HAVE THE AUTHORITY TO REPRESENT ALL THE MEMBERS OF MY FAMILY AND/OR DEPENDANTS WHO MAY HAVE A CLAIM AGAINST TOM / WPA; TO INDEMNIFY TOM / WPA FROM LIABILITY FOR PERSONAL INJURY, DEATH, DAMAGE TO PROPERTY, OR LOSS RESULTING DIRECTLY OR INDIRECTLY FROM THE RACE; TO BE LIABLE FOR AND INDEMNIFY TOM / WPA FROM ALL ACTIONS, PROCEEDINGS, CLAIMS, DAMAGES, COSTS, DEMANDS, AWARDS, EXPENSES RELATING DIRECTLY OR INDIRECTLY TO MY PARTICIPATION IN THE RACE.**

In the event that the Race is cancelled for any reasons beyond the control of TOM / WPA, TOM / WPA shall not be liable to me for any direct or indirect losses that I may incur as a consequence. I confirm that I have had sufficient time to read and I understand this document in full. I further confirm that my signature below shall serve as my unequivocal acceptance of this document.

SIGNED AT _____ ON THIS _____ DAY OF _____ 2019
 NAME _____ CLUB _____